



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

सं. 27]

नई दिल्ली, जून 30—जुलाई 6, 2019, शनिवार/आषाढ़ 9—आषाढ़ 15, 1941

No. 27]

NEW DELHI, JUNE 30—JULY 6, 2019, SATURDAY/ASADHA 9—ASADHA—15, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 27 जून, 2019

का.आ. 1123.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उप-धारा (2) और धारा 7 की उप-धारा (1) के साथ पठित धारा 6 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, केनरा बैंक के महाप्रबंधक श्री सरद कुमार होता (जन्म तिथि: 25.5.1966) को पद का कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, 2,05,400-2,24,400 (लेवल 16) के वेतनमान में राष्ट्रीय आवास बैंक (एनएचबी) में प्रबंध निदेशक (एमडी) के पद पर नियुक्त करती है।

[फा. सं. 24/10/2018-आईएफ-II]

नेहा चौहान, उप निदेशक

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 27th June, 2019

S.O. 1123.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 6 read with sub-section (2) of Section 6 and sub-section (1) of Section 7 of The National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints Shri Sarada Kumar Hota (DoB: 25.05.1966), General Manager, Canara Bank as Managing Director (MD), National Housing Bank (NHB) in the scale of pay of Rs. 2,05,400- 2,24,400/- (level 16) for a period of three years with effect from the date of his assumption of charge of the post, or until further orders, whichever is earlier.

[F. No. 24/10/2018-IF-II]

NEHA CHAUHAN, Dy. Director

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय**(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 20 जून, 2019

का.आ. 1124.—केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अपराधों की जांच दिल्ली विशेष पुलिस स्थापना के सदस्यों के द्वारा किया जाना विनिर्दिष्ट करती है।

(अ) निम्नलिखित के तहत दण्डनीय अपराध –

- 1) प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24)।
- 2) प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष (संशोधन तथा विधिमान्यकरण) अधिनियम, 2010 (2010 का 10)।
- 3) किशोर न्याय (बालकों की देखरेख और संरक्षण) अधिनियम, 2000 (2000 का 56)।
- 4) किशोर न्याय (बालकों की देखरेख और संरक्षण) अधिनियम, 2015 (2015 का 2)।
- 5) जम्मू-कश्मीर राज्य रणबीर दंड संहिता, 1989 (1989 का 12) की धारा 420ए।
- 6) इनामी चिट और धन परिचालन स्कीम (पाबंदी) अधिनियम, 1978 (1978 का 43)।
- 7) भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 111, 112, 113, 116, 117, 118, 119, 120
- 8) भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 45 (एस) तथा धारा 58 बी एवं सी।
- 9) अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74)।
- 10) स्त्री अशिष्ट रूपण (प्रतिशेध) अधिनियम, 1986 (1986 का 60) तथा

ब) उपर्युक्त अपराधों के संबंध में किए गए दुष्प्रयासों, दुष्प्रेरणाओं और षड्यंत्रों तथा उसी संव्यवहार में किए गए अथवा उन्हीं तथ्यों से उत्पन्न प्रासंगिक किसी अन्य अपराध/अपराधों हेतु।

[फा. सं. 228/56/2016-एवीडी-II]

पी. के. जायसवाल, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**New Delhi, the 20th June, 2019

S.O. 1124.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences to be investigated by members of the Delhi Special Police Establishment namely:-

(a) Offences punishable under:-

- 1) The Ancient Monuments and Archaeological Sites and Remains Act, 1958 (Act No. 24 of 1958).
- 2) The Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010 (Act No. 10 of 2010).
- 3) The Juvenile Justice (Care and Protection of Children) Act, 2000 (Act No. 56 of 2000).
- 4) The Juvenile Justice (Care and Protection of Children) Act, 2015 (Act No. 2 of 2015).
- 5) Section 420A of Jammu and Kashmir State Ranbir Penal Code, 1989 (Act No. 12 of 1989).
- 6) Section 3 and 6 of The Prize Chits and Money Circulation Schemes (Banning) Act, 1978 (Act No. 43 of 1978).
- 7) Section 111, 112, 113, 116, 117, 118, 119, 120 of the Indian Penal Code, 1860 (Act No. 45 of 1860).
- 8) Section 45(S) and Sec. 58 B & C of Reserve Bank of India Act, 1934.
- 9) Forward Contracts (Regulation) Act, 1952 (Act No. 74 of 1952).
- 10) The Indecent Representation of Women (Prohibition) Act, 1986 (Act No. 60 of 1986).

and

(b) Attempts, abetments, and conspiracies in relation to or in connection with above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/56/2016 –AVD-II]

P. K. JAISWAL, Under Secy.

कृषि एवं किसान कल्याण मंत्रालय**(कृषि अनुसंधान एवं शिक्षा विभाग)**

नई दिल्ली, 11 जून, 2019

का.आ. 1125.—केन्द्रीय सरकार, कृषि एवं किसान कल्याण मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में भाकृअप-भारतीय पशु चिकित्सा अनुसंधान संस्थान, प्रशिक्षण एवं शिक्षण केन्द्र, पुणे को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-10/2009-हिंदी(पार्ट)/205-261]

राजेश कुमार, अवर सचिव

MINISTRY OF AGRICULTURE AND FARMER WELFARE**(Department of Agricultural Research and Education)**New Delhi, the 11th June, 2019

S.O. 1125.—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, Ministry of Agriculture & Farmer Welfare, Department of Agricultural Research & Education hereby notifies the ICAR- Indian Veterinary Research Institute, Training and Education Centre, Pune where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-10/2009-Hindi (Part)/205-261]

RAJESH KUMAR, Under Secy.

नई दिल्ली, 11 जून, 2019

का. आ. 1126.—केन्द्रीय सरकार, कृषि एवं किसान कल्याण मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण में भाकृअप-भारतीय पशु चिकित्सा अनुसंधान संस्थान, पूर्वी क्षेत्रीय स्टेशन, कोलकाता को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-10/2009-हिंदी(पार्ट)/262-318]

राजेश कुमार, अवर सचिव

New Delhi, the 11th June, 2019

S.O. 1126.—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, Ministry of Agriculture & Farmer Welfare, Department of Agricultural Research & Education hereby notifies the ICAR- Indian Veterinary Research Institute, Eastern Regional Station, Kolkata where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-10/2009-Hindi(Part)/262-318]

RAJESH KUMAR, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय**शुद्धि-पत्र**

नई दिल्ली, 24 जून, 2019

का. आ. 1127.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 कि उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना में निम्नलिखित संशोधन करती है, राजपत्र सं. 3 भाग II, खण्ड 3, उप खण्ड (ii) तारीख 13 जनवरी से 19 जनवरी 2019, का. आ. 108 तारीख 10 जनवरी 2019 में पृष्ठ 417 पर प्लॉट नंबर 615 से शुरू होकर पृष्ठ 419 के प्लॉट नंबर 2 में ग्राम का नाम सेमुलडुबी -12 के स्थान पर उदलजुडि - 4 के रूप में प्रकाशित है, अर्थात् :—

अनुसूची

जिला : जमताड़ा			राज्य : झारखंड		
के स्थान पर			पढ़ें		
गाँव	तहसील	प्लॉट नंबर	गाँव	तहसील	प्लॉट नंबर
उदलजुड़ी - 4	फतेहपुर	पृष्ठ 417 पर प्लॉट नंबर 615 से पृष्ठ 419 प्लॉट नंबर 2 तक	सेमलडुबी - 12	फतेहपुर	पृष्ठ 417 पर प्लॉट नंबर 615 से पृष्ठ 419 प्लॉट नंबर 2 तक

[फा. सं. आर-11025(11)/21/2018-ओआर-1/ई-27764]

शान्तनु धर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS**ERRATUM**New Delhi, the 24th June, 2019

S. O. 1127.—In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 108 dated 10th January 2019, published at pages 417 starting from plot no 615 to Plot No 2 in page No 419 the Village name is published as Udaljuri-4 instead of Semldubi-12 issued under Part II, Section 3, Sub-Section (ii) of the Gazette of India No. 3, dated January 13 to January 19, 2019, namely:—

In the Schedule to the said notification: -

SCHEDULE

District: Jamtara			State : Jharkhand		
For			Read		
Village	Tehsil	Plot No.	Village	Tehsil	Plot No.
Udaljuri-4	Fatehpur	Plot no 615 in page no 417 to Plot No. 2 in page No 419	Semldubi-12	Fatehpur	Plot No 615 in page No 417 to Plot No. 2 in page No 419

[F. No. R-11025(11)/21/2018-OR-I/E-27764]

SANTANU DHAR, Under Secy.

नई दिल्ली, 24 जून, 2019

का. आ. 1128.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 108, दिनांक 10 जनवरी 2019, भारत के राजपत्र संख्या 3, दिनांक 13 जनवरी 2019 से 19 जनवरी 2019, में प्रकाशित की गई थी। इन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में झारखंड राज्य में “हल्दिया-बरोनी पाइपलाइन सिस्टम्स परियोजना”

जिला जमताडा में कच्चे तेल के परिवहन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को दिनांक 24 फ़रवरी 2019 तक उपलब्ध करा दी गई थी,

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है,

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है की इस अधिसूचना से संलग्न अनुसूची में विनीर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमो से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी;

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदाई होगा और पाइपलाइन से संबन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

जिला : जमताडा		राज्य : झारखंड			
तहसील	गाँव	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	उदलजुड़ि - 4	1627	00	02	26
		1626	00	03	17
		1625	00	05	26
		1612	00	01	39
		1558	00	00	59
		1557	00	01	73
		1560	00	03	49
		1559	00	00	89
		1515	00	03	79
		1575	00	00	27
		1576	00	01	55
		1573	00	00	45
		1574	00	01	34
		1564	00	01	89
		1567	00	00	61
		1568	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	उदलजुडि - 4	1566	00	02	25
		1234	00	00	82
		1233	00	00	20
		1235	00	02	70
		1232	00	01	19
		1237	00	03	43
		1238	00	00	20
		1282	00	02	70
		1283	00	01	66
		1280	00	02	59
		1286	00	00	38
		1279	00	00	29
		1287	00	01	12
		1335	00	00	51
		1288	00	01	71
		1289	00	01	08
		1291	00	02	53
		1290	00	00	20
		1302	00	00	47
		1300	00	01	38
		1301	00	02	29
		1307	00	01	85
		1306	00	01	17
		1305	00	01	06
		1324	00	02	22
		1325	00	01	30
		1329	00	00	20
		1326	00	04	55
		1368	00	03	66
		1369	00	00	33
		1370	00	00	59
		1367	00	04	28
		1378	00	00	75
		1379	00	01	77
		1380	00	01	36
		1384	00	04	13

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	उदलजुड़ि - 4	1383	00	00	81
		1385	00	00	98
		1052	00	00	20
		1053	00	05	62
		1049	00	07	24
		1048	00	11	07
		1047	00	00	55
		1042	00	00	44
		1045	00	03	14
		930	00	04	95
		931	00	05	74
		932	00	00	20
		933	00	05	30
		920	00	00	78
		919	00	07	52
		914	00	00	20
		810	00	00	67
फतेहपुर	खमारचक - 45	137	00	01	46
		136	00	01	80
		134	00	04	09
		143	00	11	40
		235	00	00	24
		147	00	03	38
		148	00	03	62
		149	00	00	20
		150	00	03	63
		151	00	01	40
		152	00	01	06
		155	00	13	30
		161	00	00	38
		157	00	02	45
		156	00	02	41
		108	00	01	20
		109	00	04	81
		110	00	01	17
		111	00	09	38

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	खमारचक - 45	117	00	05	09
		114	00	00	40
		113	00	01	12
		112	00	01	86
		96	00	04	26
फतेहपुर	चड़कमारा - 46	4	00	02	41
		3	00	01	93
		2	00	00	67
		1	00	01	37
फतेहपुर	मझलाडि - 44	332	00	04	94
		331	00	02	36
		329	00	02	55
		330	00	02	01
		312	00	04	05
		291	00	02	26
		292	00	02	07
		293	00	02	00
		303	00	01	61
		301	00	03	23
		266	00	02	04
		267	00	02	58
		268	00	00	28
		757	00	04	40
		265	00	00	79
फतेहपुर	लाकड़ाकुन्दा - 43	269	00	05	62
		283	00	00	39
		256	00	07	71
		258	00	01	60
		259	00	00	66
		245	00	05	36
		244	00	01	79
		243	00	01	28
		242	00	04	96
		241	00	02	38

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	लाकड़ाकुन्दा - 43	225	00	01	68
		195	00	00	96
		116	00	01	69
		113	00	05	29
		114	00	02	30
		115	00	03	09
		118	00	04	55
		117	00	00	38
		119	00	00	82
		122	00	00	41
		120	00	06	92
		112	00	00	36
		16	00	02	47
		15	00	00	61
		17	00	01	24
		18	00	01	87
		19	00	06	94
		24	00	00	20
		25	00	03	85
		28	00	02	96
		29	00	00	38
		30	00	03	80
		32	00	00	46
		31	00	05	12
		33	00	00	20
		1	00	01	05
फतेहपुर	जलौँई - 19	1143	00	00	20
		611	00	05	98
		607	00	01	94
		608	00	04	49
		609	00	04	95
		603	00	01	00
		599	00	00	68
		600	00	17	41
फतेहपुर	बाबुडी - 25	344	00	03	33
		346	00	03	20

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	बाबुडी - 25	345	00	04	71
		343	00	00	84
		341	00	02	06
		339	00	00	92
		340	00	03	52
		336	00	11	52
		338	00	08	17
		304	00	00	20
		267	00	01	02
		301	00	01	29
		299	00	05	98
		289	00	02	28
		288/755	00	00	88
		291	00	04	12
		115/756	00	01	90
फतेहपुर	दुमदुमी- 22	364	00	02	00
		365	00	01	34
		362	00	03	68
		360	00	01	51
		338	00	02	02
		333	00	04	78
		322	00	08	24
		330	00	02	45
फतेहपुर	कर्माटाँड - 20	154	00	03	08
		117	00	01	00
		109	00	04	83
		108	00	00	20
		106	00	00	75
		4	00	02	98
		3	00	00	20
		2	00	09	30
फतेहपुर	डुमरिया - 21	1	00	05	78
		1560	00	05	67
		1561	00	03	04
		1559	00	00	53
		1558	00	02	77

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	डुमरिया - 21	1552	00	02	43
		1554	00	03	14
		1553	00	02	99
		1513	00	00	20
		1507	00	01	72
		1508	00	01	27
		1511	00	02	59
		1510	00	00	46
		1476	00	06	80
		1482	00	01	61
		1481	00	00	96
		1480	00	01	71
		1479	00	00	40
		1469	00	00	27
		1477	00	00	20
		1478	00	02	31
		1471	00	00	78
		1473	00	04	08
		1472	00	05	13
		1394	00	03	95
		1399	00	03	18
		1397	00	03	48
		1415	00	02	89
		469	00	00	97
		470	00	04	91
		472	00	02	37
		473	00	01	80
		474	00	03	41
		656	00	00	86
		658	00	02	05
		657	00	00	41
		659	00	01	29
		1582	00	00	33
		649	00	05	11
		722	00	01	35
		723	00	04	06

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	डुमरिया - 21	724	00	01	59
		729	00	03	81
		1578	00	02	35
		730	00	01	32
		733	00	02	61
		732	00	01	30
		736	00	00	79
		734	00	02	04
		735	00	01	70
		772	00	03	39
		609	00	02	95
		773	00	00	27
		774	00	08	48
		788	00	00	42
		787	00	04	89
		786	00	05	53
		784	00	00	48
		785	00	00	88
		817	00	12	56
		816	00	04	73
		818	00	06	20
		836	00	00	62
		835	00	00	20
फतेहपुर	अम्बावाँक - 13	1438	00	00	44
		1240	00	00	81
		1245	00	05	06
		1244	00	01	33
		1243	00	06	26
		1300	00	10	61
		1113	00	00	20
		1112	00	03	28
		1111	00	00	67
		1124	00	15	17
		1126	00	02	13
		1127	00	03	27
		1128	00	00	46

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	अम्बावाँक - 13	1130	00	01	84
		1148	00	01	11
		1185	00	01	93
		1184	00	00	92
		1183	00	02	44
		1175	00	03	80
		1177	00	00	20
		1173	00	00	20
		1172	00	00	69
		1171	00	02	77
		1170	00	00	20
		1169	00	00	31
फतेहपुर	डौड़पुजा - 15	657	00	00	20
		612	00	00	62
		611	00	01	54
		592	00	00	44
		610	00	00	50
		593	00	00	94
		594	00	01	21
		595	00	01	25
		596	00	00	23
		597	00	00	20
		591	00	00	94
		590	00	00	21
		588	00	01	51
		587	00	02	17
		586	00	00	20
		598	00	03	91
		599	00	02	98
		576	00	00	20
		541	00	14	11
		575	00	00	34
फतेहपुर	परासी - 14	574	00	00	20
		542	00	01	11
		543	00	00	20
		338	00	00	68

(1)	(2)	(3)	(4)	(5)	(6)
फतेहपुर	परासी - 14	339	00	03	49
		337	00	01	09
		336	00	02	03
		335	00	05	79
		247	00	04	36
		246	00	00	39
		240	00	00	31
		244	00	02	19
		245	00	00	20
		230	00	02	23
		617	00	00	26
		229	00	10	00
		228	00	01	80
		227	00	00	67
		185	00	02	63
		212	00	01	75
		186	00	04	50
		211	00	01	33
		188	00	07	93
		190	00	03	68
		189	00	04	82
		296	00	00	60
		66	00	03	09
		65	00	04	63
		56	00	02	33
		57	00	04	41
		58	00	03	02
		55	00	02	16

[फा. सं. आर-11025(11)/21/2018-ओआर-I/ई-27764]

शान्तनु धर, अवर सचिव

New Delhi, the 24th June, 2019

S. O. 1128.—Whereas by the notification of the Government of the India in the Ministry of Petroleum and Natural Gas S. O. No. 108 Dated 10th January, 2019 published in the Gazette of India No. 3 dated 13th January to 19th January, 2019, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying “Haldia-Barauni Pipeline Systems Project” for the transportation of Crude Oil in Jamtara District in the State of Jharkhand by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 24th February 2019.

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And Whereas the central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

District : JAMTARA			State : JHARKHAND		
Tehsil	Village	Survey No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
FATEHPUR	UDALJURI - 4	1627	00	02	26
		1626	00	03	17
		1625	00	05	26
		1612	00	01	39
		1558	00	00	59
		1557	00	01	73
		1560	00	03	49
		1559	00	00	89
		1515	00	03	79
		1575	00	00	27
		1576	00	01	55
		1573	00	00	45
		1574	00	01	34
		1564	00	01	89
		1567	00	00	61
		1568	00	00	20
		1566	00	02	25
		1234	00	00	82
		1233	00	00	20
		1235	00	02	70
		1232	00	01	19
		1237	00	03	43
		1238	00	00	20
		1282	00	02	70
		1283	00	01	66
		1280	00	02	59
		1286	00	00	38
		1279	00	00	29
		1287	00	01	12
		1335	00	00	51
		1288	00	01	71
		1289	00	01	08
		1291	00	02	53
		1290	00	00	20
		1302	00	00	47

(1)	(2)	(3)	(4)	(5)	(6)
FATEHPUR	UDALJURI - 4	1300	00	01	38
		1301	00	02	29
		1307	00	01	85
		1306	00	01	17
		1305	00	01	06
		1324	00	02	22
		1325	00	01	30
		1329	00	00	20
		1326	00	04	55
		1368	00	03	66
		1369	00	00	33
		1370	00	00	59
		1367	00	04	28
		1378	00	00	75
		1379	00	01	77
		1380	00	01	36
		1384	00	04	13
		1383	00	00	81
		1385	00	00	98
		1052	00	00	20
		1053	00	05	62
		1049	00	07	24
		1048	00	11	07
		1047	00	00	55
		1042	00	00	44
		1045	00	03	14
		930	00	04	95
		931	00	05	74
		932	00	00	20
		933	00	05	30
		920	00	00	78
		919	00	07	52
		914	00	00	20
		810	00	00	67
FATEHPUR	KHAMARCHAK - 45	137	00	01	46
		136	00	01	80
		134	00	04	09
		143	00	11	40
		235	00	00	24
		147	00	03	38
		148	00	03	62
		149	00	00	20
		150	00	03	63
		151	00	01	40
		152	00	01	06
		155	00	13	30
		161	00	00	38
		157	00	02	45
		156	00	02	41
		108	00	01	20
		109	00	04	81
		110	00	01	17
		111	00	09	38
		117	00	05	09
		114	00	00	40
		113	00	01	12
		112	00	01	86
FATEHPUR	CHARAKMARA - 46	96	00	04	26
		4	00	02	41
		3	00	01	93
		2	00	00	67

(1)	(2)	(3)	(4)	(5)	(6)
FATEHPUR	CHARAKMARA - 46	1	00	01	37
FATEHPUR	MAJHILA DI - 44	332	00	04	94
		331	00	02	36
		329	00	02	55
		330	00	02	01
		312	00	04	05
		291	00	02	26
		292	00	02	07
		293	00	02	00
		303	00	01	61
		301	00	03	23
		266	00	02	04
		267	00	02	58
		268	00	00	28
		757	00	04	40
		265	00	00	79
FATEHPUR	LAKRAKUNDA - 43	269	00	05	62
		283	00	00	39
		256	00	07	71
		258	00	01	60
		259	00	00	66
		245	00	05	36
		244	00	01	79
		243	00	01	28
		242	00	04	96
		241	00	02	38
		225	00	01	68
		195	00	00	96
		116	00	01	69
		113	00	05	29
		114	00	02	30
		115	00	03	09
		118	00	04	55
		117	00	00	38
		119	00	00	82
		122	00	00	41
		120	00	06	92
		112	00	00	36
		16	00	02	47
		15	00	00	61
		17	00	01	24
		18	00	01	87
		19	00	06	94
		24	00	00	20
		25	00	03	85
		28	00	02	96
		29	00	00	38
		30	00	03	80
		32	00	00	46
		31	00	05	12
		33	00	00	20
		1	00	01	05
FATEHPUR	JALAIN - 19	1143	00	00	20
		611	00	05	98
		607	00	01	94
		608	00	04	49
		609	00	04	95
		603	00	01	00
		599	00	00	68
		600	00	17	41

(1)	(2)	(3)	(4)	(5)	(6)
FATEHPUR	BABUDI - 25	344	00	03	33
		346	00	03	20
		345	00	04	71
		343	00	00	84
		341	00	02	06
		339	00	00	92
		340	00	03	52
		336	00	11	52
		338	00	08	17
		304	00	00	20
		267	00	01	02
		301	00	01	29
		299	00	05	98
		289	00	02	28
		288/755	00	00	88
		291	00	04	12
		115/756	00	01	90
FATEHPUR	DUMDUMI - 22	364	00	02	00
		365	00	01	34
		362	00	03	68
		360	00	01	51
		338	00	02	02
		333	00	04	78
		322	00	08	24
		330	00	02	45
FATEHPUR	KARMATANR - 20	154	00	03	08
		117	00	01	00
		109	00	04	83
		108	00	00	20
		106	00	00	75
		4	00	02	98
		3	00	00	20
FATEHPUR	DUMARIA - 21	2	00	09	30
		1	00	05	78
		1560	00	05	67
		1561	00	03	04
		1559	00	00	53
		1558	00	02	77
		1552	00	02	43
		1554	00	03	14
		1553	00	02	99
		1513	00	00	20
		1507	00	01	72
		1508	00	01	27
		1511	00	02	59
		1510	00	00	46
		1476	00	06	80
		1482	00	01	61
		1481	00	00	96
		1480	00	01	71
		1479	00	00	40
		1469	00	00	27
		1477	00	00	20
		1478	00	02	31
		1471	00	00	78
		1473	00	04	08
		1472	00	05	13
		1394	00	03	95
		1399	00	03	18
		1397	00	03	48
		1415	00	02	89

(1)	(2)	(3)	(4)	(5)	(6)
FATEHPUR	DUMARIA - 21	469	00	00	97
		470	00	04	91
		472	00	02	37
		473	00	01	80
		474	00	03	41
		656	00	00	86
		658	00	02	05
		657	00	00	41
		659	00	01	29
		1582	00	00	33
		649	00	05	11
		722	00	01	35
		723	00	04	06
		724	00	01	59
		729	00	03	81
		1578	00	02	35
		730	00	01	32
		733	00	02	61
		732	00	01	30
		736	00	00	79
		734	00	02	04
		735	00	01	70
		772	00	03	39
		609	00	02	95
		773	00	00	27
		774	00	08	48
		788	00	00	42
		787	00	04	89
		786	00	05	53
		784	00	00	48
		785	00	00	88
		817	00	12	56
		816	00	04	73
		818	00	06	20
		836	00	00	62
		835	00	00	20
FATEHPUR	AMBABANK - 13	1438	00	00	44
		1240	00	00	81
		1245	00	05	06
		1244	00	01	33
		1243	00	06	26
		1300	00	10	61
		1113	00	00	20
		1112	00	03	28
		1111	00	00	67
		1124	00	15	17
		1126	00	02	13
		1127	00	03	27
		1128	00	00	46
		1130	00	01	84
		1148	00	01	11
		1185	00	01	93
		1184	00	00	92
		1183	00	02	44
		1175	00	03	80
		1177	00	00	20
		1173	00	00	20
		1172	00	00	69
		1171	00	02	77
		1170	00	00	20
		1169	00	00	31

(1)	(2)	(3)	(4)	(5)	(6)
FATEHPUR	DANRPUJA - 15	657	00	00	20
		612	00	00	62
		611	00	01	54
		592	00	00	44
		610	00	00	50
		593	00	00	94
		594	00	01	21
		595	00	01	25
		596	00	00	23
		597	00	00	20
		591	00	00	94
		590	00	00	21
		588	00	01	51
		587	00	02	17
		586	00	00	20
		598	00	03	91
		599	00	02	98
		576	00	00	20
		541	00	14	11
		575	00	00	34
		574	00	00	20
		542	00	01	11
		543	00	00	20
FATEHPUR	PARASI - 14	338	00	00	68
		339	00	03	49
		337	00	01	09
		336	00	02	03
		335	00	05	79
		247	00	04	36
		246	00	00	39
		240	00	00	31
		244	00	02	19
		245	00	00	20
		230	00	02	23
		617	00	00	26
		229	00	10	00
		228	00	01	80
		227	00	00	67
		185	00	02	63
		212	00	01	75
		186	00	04	50
		211	00	01	33
		188	00	07	93
		190	00	03	68
		189	00	04	82
		296	00	00	60
		66	00	03	09
		65	00	04	63
		56	00	02	33
		57	00	04	41
		58	00	03	02
		55	00	02	16

[F. No. R-11025(11)/21/2018-OR-I/E-27764]

SANTANU DHAR, Under Secy.

नई दिल्ली, 24 जून, 2019

का. आ. 1129.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीआ (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाईन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र की प्रतिया साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिबा प्रियादास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मोरिग्राम अन्दुल मोउरि दुलिया हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ उत्पाद पाइपलाइन परियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गांव का नाम	एल आर प्लॉट क्रमांक	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	खेजुरी-I	मुकुटसिला-124	1386	00	04	76
			2/1403	00	04	76
			104/1422	00	01	83
			1074/1571	00	08	10
			1052	00	00	91
			1043	00	00	91
			1051	00	02	74
			1044	00	06	18
			1042	00	04	05
			1045	00	08	30
			1036	00	09	34
			1035	00	06	45
			1034	00	02	25
			1037	00	00	66
			113	00	00	64

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	खेजुरी-I	मुकुटसिला-124	993	00	01	02
			116	00	01	02
			992	00	01	48
			117	00	01	48
			991	00	01	23
			118	00	01	23
			119	00	04	66
			120	00	03	80
			121	00	03	87
			122	00	00	37
			132	00	08	87
			131	00	00	20
			133	00	08	83
			143	00	03	36
			141	00	02	57
			147	00	00	82
			144	00	14	68
			146	00	11	42
			145/1400	00	00	20
			145	00	01	45
			155	00	04	47
			156	00	01	82
			157	00	03	71
			165	00	03	13
			164	00	01	70
			162	00	02	95
			166	00	11	84
			178	00	07	24
			180/1461	00	03	16
			180	00	03	14
			179	00	04	52
			181	00	05	16
			182	00	00	20
			183	00	03	34
			184	00	00	99

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	खेजुरी-I	मुकुटसिला-124	185	00	00	20
			211	00	05	42
			313	00	15	81
			307	00	00	58
			236	00	09	54
			237	00	01	63
			306	00	06	06
			242	00	02	75
			243	00	06	59
			251	00	05	35
			253	00	04	10
			252	00	07	35
			258	00	00	20
			250	00	01	40
			261	00	05	04
			262	00	04	74
			263	00	03	82
			223	00	02	10
			222/1468	00	05	02
			222	00	05	19
			219/1467	00	02	79
			219	00	01	00
			218	00	04	96
			218/1416	00	00	53
			220	00	00	76
			218/1415	00	01	43
2	खेजुरी-I	देवी चाक-125	587	00	00	93
			539/931	00	03	19
			552/935	00	03	75
			552	00	12	32
			552/936	00	05	22
			543	00	01	60
			550	00	00	79
			549/934	00	05	15
			549/933	00	05	77

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	खेजुरी-I	देबी चाक-125	549	00	07	46
			549/932	00	06	58
			548	00	01	28
			559	00	01	65
			259	00	16	65
			261	00	00	74
			338/892	00	01	35
			260	00	06	04
			264	00	01	48
			293	00	09	57
			296	00	15	21
			297	00	04	35
			338	00	07	24
			339	00	04	46
			340	00	06	92
			357	00	00	20
			341	00	02	69
			352	00	01	33
			353	00	02	92
			351	00	01	37
			326	00	00	82
3	खेजुरी-I	मोहाती-126	1646	00	00	89
			1495	00	01	44
			1494	00	00	49
			1354	00	02	02
			1353	00	03	39
			1352	00	02	21
			1226	00	00	63
			1225	00	00	26
			1227	00	07	08
			1228	00	08	56
			1234	00	07	36
			1240	00	03	12
			1239	00	13	52
			1236	00	00	37

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	खेजुरी-I	मोहाती-126	1237	00	03	85
			1238	00	11	47
			1200	00	00	62
			1256	00	04	40
			1199	00	04	47
			1196	00	12	30
			1197	00	01	77
			1195	00	06	92
			1194	00	00	20
			1193	00	00	86
			54	00	01	80
			41/3760	00	00	53
			55/3762	00	05	42
			18	00	08	90
			17	00	02	43
			16	00	01	96
			15	00	03	80
			10	00	05	47
			63	00	06	15
			64	00	03	03
			8	00	00	85
			7	00	03	37
			1	00	00	69
4	खेजुरी-I	खरर ऊर्फ खरन-127	200	00	01	25
			85	00	14	60
			158	00	01	05
			80	00	04	13
			79	00	05	46
			94	00	07	18
			102	00	06	46
			94/1045	00	00	97
			101	00	04	78
			105	00	01	23
			106	00	02	39
			111	00	03	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	खेजुरी-I	खरर ऊर्फ खरन-127	114	00	03	90
			115	00	00	20
			113	00	02	84
			126	00	11	68
			125	00	00	20
			124	00	05	14
			121	00	00	83
			122	00	02	47
			451	00	00	47
			463	00	04	11
			464	00	02	63
			504	00	06	07
			503	00	01	79
			502	00	02	36
			501	00	03	50
			501/1040	00	03	11
			859	00	07	47
			857	00	02	45
			858	00	03	79
			552	00	00	20
			853	00	00	47
			771	00	00	30
			770	00	03	91
			765	00	01	75
			767	00	01	92
			766	00	01	87
			764	00	00	85
			673	00	00	20
			674	00	03	91
			675	00	00	62
			684	00	00	24
			683	00	03	14
			682	00	03	04
			681	00	02	89
			680	00	01	22

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	खेजुरी-I	खरर ऊर्फ खरन-127	695	00	03	85
			696/1114	00	04	18
			696/1113	00	01	88
			698	00	01	30
			696	00	00	20
			699	00	04	32

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 24th June, 2019

S. O. 1129.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNATHPUR - HALDIA PRODUCT PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
Sl. No.	Name of Tehsil	Name of Village	LR Plot No.	Area		
				Hectare	Are	Sqm.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	KHEJURI-I	MUKUTSILA-124	1386	00	04	76
			2/1403	00	04	76
			104/1422	00	01	83
			1074/1571	00	08	10
			1052	00	00	91
			1043	00	00	91
			1051	00	02	74
			1044	00	06	18
			1042	00	04	05
			1045	00	08	30
			1036	00	09	34
			1035	00	06	45
			1034	00	02	25
			1037	00	00	66
			113	00	00	64
			993	00	01	02
			116	00	01	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	KHEJURI-I	MUKUTSILA-124	992	00	01	48
			117	00	01	48
			991	00	01	23
			118	00	01	23
			119	00	04	66
			120	00	03	80
			121	00	03	87
			122	00	00	37
			132	00	08	87
			131	00	00	20
			133	00	08	83
			143	00	03	36
			141	00	02	57
			147	00	00	82
			144	00	14	68
			146	00	11	42
			145/1400	00	00	20
			145	00	01	45
			155	00	04	47
			156	00	01	82
			157	00	03	71
			165	00	03	13
			164	00	01	70
			162	00	02	95
			166	00	11	84
			178	00	07	24
			180/1461	00	03	16
			180	00	03	14
			179	00	04	52
			181	00	05	16
			182	00	00	20
			183	00	03	34
			184	00	00	99
			185	00	00	20
			211	00	05	42
			313	00	15	81
			307	00	00	58
			236	00	09	54
			237	00	01	63
			306	00	06	06
			242	00	02	75
			243	00	06	59
			251	00	05	35
			253	00	04	10
			252	00	07	35
			258	00	00	20
			250	00	01	40
			261	00	05	04
			262	00	04	74
			263	00	03	82
			223	00	02	10
			222/1468	00	05	02
			222	00	05	19
			219/1467	00	02	79
			219	00	01	00
			218	00	04	96
			218/1416	00	00	53
			220	00	00	76

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	KHEJURI-I	MUKUTSILA-124	218/1415	00	01	43
2	KHEJURI-I	DEBI CHAK-125	587	00	00	93
			539/931	00	03	19
			552/935	00	03	75
			552	00	12	32
			552/936	00	05	22
			543	00	01	60
			550	00	00	79
			549/934	00	05	15
			549/933	00	05	77
			549	00	07	46
			549/932	00	06	58
			548	00	01	28
			559	00	01	65
			259	00	16	65
			261	00	00	74
			338/892	00	01	35
			260	00	06	04
			264	00	01	48
			293	00	09	57
			296	00	15	21
			297	00	04	35
			338	00	07	24
			339	00	04	46
			340	00	06	92
			357	00	00	20
			341	00	02	69
			352	00	01	33
			353	00	02	92
			351	00	01	37
			326	00	00	82
3	KHEJURI-I	MOHATI-126	1646	00	00	89
			1495	00	01	44
			1494	00	00	49
			1354	00	02	02
			1353	00	03	39
			1352	00	02	21
			1226	00	00	63
			1225	00	00	26
			1227	00	07	08
			1228	00	08	56
			1234	00	07	36
			1240	00	03	12
			1239	00	13	52
			1236	00	00	37
			1237	00	03	85
			1238	00	11	47
			1200	00	00	62
			1256	00	04	40
			1199	00	04	47
			1196	00	12	30
			1197	00	01	77
			1195	00	06	92
			1194	00	00	20
			1193	00	00	86
			54	00	01	80
			41/3760	00	00	53

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	KHEJURI-I	MOHATI-126	55/3762	00	05	42
			18	00	08	90
			17	00	02	43
			16	00	01	96
			15	00	03	80
			10	00	05	47
			63	00	06	15
			64	00	03	03
			8	00	00	85
			7	00	03	37
			1	00	00	69
4	KHEJURI-I	KHARAR URF KHARAN-127	200	00	01	25
			85	00	14	60
			158	00	01	05
			80	00	04	13
			79	00	05	46
			94	00	07	18
			102	00	06	46
			94/1045	00	00	97
			101	00	04	78
			105	00	01	23
			106	00	02	39
			111	00	03	08
			114	00	03	90
			115	00	00	20
			113	00	02	84
			126	00	11	68
			125	00	00	20
			124	00	05	14
			121	00	00	83
			122	00	02	47
			451	00	00	47
			463	00	04	11
			464	00	02	63
			504	00	06	07
			503	00	01	79
			502	00	02	36
			501	00	03	50
			501/1040	00	03	11
			859	00	07	47
			857	00	02	45
			858	00	03	79
			552	00	00	20
			853	00	00	47
			771	00	00	30
			770	00	03	91
			765	00	01	75
			767	00	01	92
			766	00	01	87
			764	00	00	85
			673	00	00	20
			674	00	03	91
			675	00	00	62
			684	00	00	24
			683	00	03	14
			682	00	03	04
			681	00	02	89

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	KHEJURI-I	KHARAR URF KHARAN-127	680	00	01	22
			695	00	03	85
			696/1114	00	04	18
			696/1113	00	01	88
			698	00	01	30
			696	00	00	20
			699	00	04	32

[F. No. R-11025(12)/1/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 24 जून, 2019

का.आ. 1130.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीआ (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाइन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतिया साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिबाप्रियादास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मोरिग्रम अन्दुल मोउरि दुलिया हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ उत्पाद पाइपलाइन परियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गांव का नाम	एल आर प्लॉट क्रमांक	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	भगवानपुर-II	बिजोयनगर-326	1972/2010	00	01	08
			1965/2408	00	00	97
			1965/2407	00	01	76
			1965	00	05	49
			1964	00	02	99
			1964/2410	00	03	79
			1935/2414	00	00	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	बिजौयनगर-326	1965/2409	00	00	49
			1935/2413	00	00	45
			1967/2417	00	00	65
			1967/2416	00	04	22
			1966/2385	00	05	59
			1966	00	05	86
			1966/2386	00	05	62
			1966/2384	00	00	43
			1817/2383	00	01	03
			1817/2382	00	07	52
			1817/2381	00	03	44
			1866	00	01	01
			1865	00	00	91
			1864	00	00	76
			1862	00	08	01
			1862/1997	00	05	98
			1863/2367	00	02	28
			1846	00	00	20
			1846/1998	00	17	26
			1844/2365	00	00	86
			1844/2364	00	13	57
			1844	00	05	61
			1834	00	00	87
			1826	00	14	44
			1823	00	04	95
			1822	00	06	37
			1821	00	05	07
			1771	00	06	94
			1769	00	11	13
			1773	00	02	31
			1774	00	03	95
			1775	00	05	13
			1995	00	03	60
			1768	00	03	38
			1759/2349	00	10	90

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	बिजोयनगर-326	1994	00	09	35
			1760	00	07	62
			1759/2348	00	14	65
			1984	00	00	77
			1787	00	00	74
			1568	00	04	71
			1567	00	18	22
			1552	00	02	71
			1551	00	26	09
			1553	00	15	76
			1554	00	00	39
			1555	00	09	26
			1528	00	00	88
			1413	00	00	20
			1412	00	01	21
			1473/2298	00	05	80
			1414	00	05	62
			1415	00	02	15
			1416	00	02	72
			1417	00	05	42
			1419	00	01	95
			1418	00	01	80
			1283	00	01	78
			1450	00	15	98
			1458	00	00	20
			1456/2291	00	01	81
			1455/2290	00	04	67
			1454	00	04	92
			1453	00	02	23
			1452	00	05	13
2	भगवानपुर-II	दिशिमुलिआ-335	491	00	10	44
			559/675	00	00	56
			559	00	06	98
			558	00	01	08

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	दिशिमुलिआ-335	556	00	06	53
			557	00	01	39
			556/688	00	02	31
			555	00	00	20
			554	00	01	30
			553	00	06	55
			609	00	14	34
			611	00	00	20
			613	00	00	20
			614	00	21	29
			534	00	08	90
			531	00	08	08
			532/691	00	09	83
			526	00	03	16
			519	00	05	69
			630	00	00	35
			631	00	04	07
			629	00	03	23
			643	00	04	77
			643/803	00	04	46
			638	00	02	20
			637	00	04	55
			637/726	00	00	84
			653/730	00	01	33
3	भगवानपुर-II	दक्षिण बरोज पार्ट-II - 333	508/951	00	00	20
			339	00	01	45
			383	00	06	86
			382	00	00	65
			384	00	04	74
			385	00	08	24
			355/901	00	01	84
			355	00	00	35
			356	00	04	98
			359	00	04	94

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-॥	दक्षिण बरोज पार्ट-॥ - 333	449	00	20	07
			451	00	15	82
			457	00	03	09
			456	00	02	89
			453	00	07	16
			454	00	00	20
			375	00	01	09
4	भगवानपुर-॥	सिमुलबारी-331	120	00	00	88
			163	00	00	20
			164	00	04	39
			165	00	00	20
			161	00	00	54
			160	00	00	20
			166	00	05	85
			168	00	07	59
			167	00	00	71
			254/926	00	01	12
			157/887	00	06	48
			157/888	00	04	16
			157/889	00	03	05
			158/898	00	00	25
			157/890	00	02	05
			158/899	00	09	93
			158	00	07	02
			158/900	00	02	59
			158/901	00	01	26
			158/902	00	00	57
			158/903	00	00	20
			153	00	01	82
			152/885	00	00	31
			152	00	08	68
			883	00	00	20
			152/886	00	05	82
			145	00	06	32

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	सिमुलबारी-331	144	00	08	59
			143	00	01	44
			139	00	01	21
			141	00	00	20
			42	00	01	14
			41/908	00	01	79
			140	00	02	37
			556	00	06	00
			534	00	00	68
			536	00	00	33
			535	00	00	20
			537	00	00	20
			542	00	01	48
			538	00	03	47
			540	00	18	99
			540/969	00	07	38
			567	00	00	81
			611/971	00	13	95
			611/972	00	00	46
			603	00	01	83
			607	00	01	40
			863	00	04	86
5	भगवानपुर-II	बिरिबारी-242	729	00	00	53
			649	00	00	77
			650	00	06	06
			642	00	00	39
			652	00	08	11
			664	00	07	10
			714	00	00	21
			665	00	03	56
			666	00	05	02
			668	00	04	53
			555	00	02	13
			554	00	02	82

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	बिरिबारी-242	551	00	03	57
			550	00	04	26
			543	00	02	52
			542	00	03	25
			541	00	03	60
			540	00	00	57
			535	00	00	20
			537	00	02	43
			536	00	02	22
			533	00	05	06
			532	00	01	45
6	भगवानपुर-II	झुकिआ-240	2601	00	00	39
			2599	00	06	27
			2597	00	00	20
			2598	00	01	98
			2596	00	04	83
			2593	00	00	20
			2608	00	09	38
			2592	00	01	71
			2586	00	00	53
			2585	00	04	60
			2578	00	08	33
			2568	00	03	74
			2567	00	03	62
			2317	00	00	47
			2670	00	02	91
			2671	00	01	41
			2680	00	08	73
			2677	00	03	78
			2686	00	03	33
			2687	00	00	64
			2279	00	03	96
			2279/3250	00	01	75
			2274	00	01	22

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	झुकिआ-240	2273	00	12	22
			2270	00	00	20
			2269	00	03	28
			2268	00	03	72
			2267	00	05	44
			2266	00	00	38
			2258	00	09	91
			2032	00	01	44
			2832	00	01	44
			2832/3321	00	09	72
			2001	00	01	24
7	भगवानपुर-II	इखुपत्रिका-225	1525	00	00	71
			1814	00	10	44
			1832	00	00	58
			1830	00	06	58
			1829	00	13	05
			1821	00	03	32
			1823/2316	00	07	10
			1824/2353	00	00	40
			1823	00	04	86
			1824	00	02	54
			1838	00	04	73
			1790/2352	00	00	20
			1839	00	03	60
			1840/2355	00	04	00
			1840	00	02	51
			1840/2354	00	06	14
			1841/2100	00	01	63
			1841	00	09	29
			1984	00	00	29
			1982	00	02	78
			1973	00	04	74
			1971	00	00	20
			1981	00	00	86

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-॥	इखुपत्रिका-225	1974	00	06	30
			1948	00	00	83
			1980	00	02	69
			1959	00	00	51
			2008	00	01	05
8	भगवानपुर-॥	सडूल्या चाक-229	214	00	02	30
			207	00	05	51
			204	00	03	77
			186	00	00	20
			205	00	00	42
			183	00	00	67
			201	00	00	20
			203	00	03	97
			810	00	04	46
			187	00	03	75
			188	00	00	22
			181	00	03	25
			189	00	06	59
			179	00	05	44
			190	00	03	85
			178	00	05	38
			400	00	04	80
			401	00	08	06
			402	00	00	20
			404	00	07	16
			405	00	02	36
			406	00	00	62
			407	00	03	94
			411	00	03	64
			410	00	04	55
			409	00	01	24
			120	00	01	17
			415	00	00	84
			418	00	05	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	सडूल्या चाक-229	417	00	02	09
			420	00	00	20
			416	00	04	93
			421	00	00	68
			429	00	05	02
			427	00	00	20
			428	00	03	55
			430	00	00	20
			451	00	06	28
			450	00	04	13
			452	00	04	24
			864	00	00	20
			453	00	07	99
			863	00	00	89
			454	00	07	20
			456	00	07	23
			488	00	06	59
			469	00	00	26
			470	00	11	63
			580	00	00	90
9	भगवानपुर-II	फकीरचाक-228	63	00	00	91
			172/268	00	07	56
			171	00	06	67
			184	00	00	57
			169	00	05	53
			185	00	01	90
			168	00	08	96
			167	00	03	38
			133	00	11	76
			153	00	02	49
			152	00	06	26
			154	00	04	56
			155	00	00	48
			157	00	02	98

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	फकीरचाक-228	156	00	05	38
			160	00	00	20
			227	00	00	43
10	भगवानपुर-II	किस्मत बजकुल-156	15952	00	00	45
			15879	00	06	02
			15880	00	02	12
			15881	00	03	95
			18722	00	03	02
			15868	00	06	03
			15867	00	07	27
			15858	00	00	20
			15903	00	06	53
			15904	00	03	07
			15905	00	00	24
			15906	00	03	80
			15912	00	00	84
			15909	00	00	20
			15911	00	03	71
			15913	00	03	22
			3009	00	03	64
			3010	00	01	79
			2995	00	06	29
			2994	00	00	20
			2996	00	00	56
			2993	00	06	97
			2992	00	05	29
			2987	00	00	44
			3012	00	00	59
			3023	00	05	81
			3024	00	02	52
			3027	00	01	41
			3028	00	00	20
			3026	00	01	39
			3029	00	04	86

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	3030	00	02	39
			3031	00	03	69
			17054	00	00	37
			17053	00	02	50
			3039	00	01	91
			17052	00	00	20
			3040	00	02	28
			3041	00	00	85
			17049	00	00	20
			17050	00	02	47
			3036	00	03	16
			17051	00	01	59
			3089	00	00	20
			2888	00	00	87
			2609	00	00	87
			2514	00	03	40
			2512	00	02	98
			2510	00	00	77
			2509	00	00	99
			2486	00	01	77
			2487	00	01	51
			2485	00	01	58
			2484	00	01	96
			2483	00	04	22
			2482	00	03	21
			2476	00	00	20
			2473	00	03	57
			2475	00	03	03
			2474	00	11	10
			3620	00	00	86
			2086	00	02	91
			3621	00	02	36
			2085	00	00	85
			2087	00	05	25
			2089	00	00	26

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	2088	00	04	10
			16922	00	00	20
			16923	00	01	06
			16924	00	03	18
			16925	00	02	58
			2031	00	01	49
			2040	00	06	71
			2042	00	02	18
			17125	00	04	28
			2044	00	06	86
			2045	00	04	05
			2046	00	08	81
			2051	00	03	57
			2026	00	00	20
			2052	00	05	93
			2053	00	01	39
			2025	00	00	69
			2021	00	00	62
			2020	00	07	87
			2022	00	02	75
			2012	00	06	55
			17224	00	03	95
			2013	00	00	82
			2011	00	01	44
			2010	00	06	51
			2007	00	00	71
			2008	00	03	77
			9191	00	01	56
			9190	00	03	14
			9189	00	00	20
			8408	00	00	97
			9166	00	06	68
			9167	00	04	88
			9170	00	00	20
			9169	00	04	90

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	9136	00	00	98
			9135	00	02	83
			9134	00	03	31
			9133	00	01	67
			17862	00	02	30
			9118	00	01	95
			9123	00	04	53
			9122	00	01	85
			9106	00	00	67
			8481	00	00	20
			8486	00	02	18
			17842	00	01	65
			8485	00	02	24
			8484	00	00	24
			8488	00	04	14
			8490	00	00	20
			8491	00	00	96
			17840	00	00	20
			8499	00	07	42
			8500	00	02	01
			8501	00	04	78
			8502	00	00	20
			8504	00	00	20
			8503	00	03	86
			8299	00	04	03
			8298	00	03	75
			8522	00	00	20
			8297	00	00	58
			8523	00	01	67
			8524	00	06	38
			8525	00	00	80
			8535	00	03	28
			8534	00	02	27
			8568	00	00	20
			8569	00	02	86

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	8570	00	01	16
			8571	00	01	66
			8585	00	00	86
			8584	00	03	74
			8583	00	03	26
			8577	00	00	81
			8581	00	03	39
			8579	00	02	35
			8580	00	02	82
			6613	00	08	05
			6614	00	00	20
			6615	00	00	90
			6754	00	00	33
			6617	00	03	97
			6755	00	02	70
			6756	00	01	20
			6753	00	10	51
			6757	00	04	76
			6771	00	07	66
			6761	00	01	72
			6763/17578	00	01	25
			6763/17577	00	01	18
			6763	00	00	62
			6764/17580	00	00	52
			6764	00	00	50
			6765	00	00	53
			6766	00	00	38
			6767	00	09	33
			8882	00	01	09
			6768	00	03	01
			6904	00	05	36
			8881	00	00	20
			8883	00	00	20
			6905	00	07	98
			6907	00	07	82

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	8888	00	00	94
			8889	00	00	40
			6909	00	02	35
			6910	00	02	26
			8893	00	05	25
			8894	00	01	30
			6911	00	05	07
			6917	00	06	22
			6918	00	00	82
			6918/17608	00	01	65
			6919	00	01	78
			6921/17609	00	02	91
			6921/17610	00	04	58
			6921	00	00	79
			6926	00	12	60
			6945	00	06	30
			6944	00	01	85
			6946	00	02	93
			6947	00	07	01
			6948	00	01	06
			6951	00	06	50
			6958	00	07	32
			6959	00	09	13
			7967	00	01	21
			6979/17623	00	00	72
			6960	00	02	69
			6962	00	04	51
			6977	00	00	74
			6976	00	03	30
			6963	00	09	67
			6964	00	11	93
			6973	00	01	27
			6966	00	05	59
			6972	00	02	20
			6968	00	06	50

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	6967	00	01	77
			6969	00	01	59
			7857	00	01	13
			7829	00	01	09
			7830	00	00	79
			7828	00	10	87
			17739	00	02	62
			7824	00	09	42
			17737	00	00	20
			7823	00	01	82
			7819	00	02	75
			7807	00	02	32
			7818	00	08	61
			7809	00	00	88
			7810	00	04	64
			7814	00	15	10
			7815	00	01	98
			11776	00	10	70
			11777	00	03	37
			11772	00	02	75
			11778	00	02	17
			11765	00	06	14
			11764	00	06	10
			11763	00	07	22
			11762	00	00	22
			11785	00	08	02
			11786	00	03	69
			11791/16678	00	01	99
			11787	00	02	72
			11788	00	02	38
			11789	00	03	40
			11790	00	03	96
			11805	00	07	92
			11804	00	05	89
			11803	00	05	34

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	11802	00	02	92
			11819	00	04	22
			11818	00	05	42
			11814	00	00	20
			11815	00	07	60
			11816	00	04	18
			11885	00	04	05
			11858	00	05	28
			11859	00	01	26
			11884	00	02	38
			11860	00	06	40
			11883	00	08	25
			11865	00	01	13
			11866	00	01	76
			11877	00	04	76
			11869	00	02	16
			11876	00	03	36
			11870	00	00	73
			11871	00	06	25
			13020	00	00	80
			13021	00	01	34
			18404	00	06	76
			13022	00	06	87
			13058	00	01	49
			13100	00	06	20
			13102	00	00	20
			13101	00	06	47
			18407	00	04	63
			13095	00	10	34
			13085	00	07	39
			13156	00	00	20
			13084	00	07	24
			13081	00	06	99
			13080	00	01	26
			13158	00	07	13

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	13075	00	01	27
			13159	00	00	67
			13074	00	05	77
			13247	00	06	92
			13249	00	03	23
			13248	00	06	84
			13244	00	01	24
			13242	00	04	95
			13253	00	00	92
			13254	00	03	31
			13256	00	13	10
			18424	00	00	20
			13259	00	04	13
			13260	00	04	78
			13261	00	02	19
			13262	00	00	62
			13269	00	11	71
			13276	00	01	03
			13277	00	03	56
			13278/18427	00	05	08
			13278	00	08	19
			13279	00	00	20
			13288	00	00	20
			13921	00	00	20
			13922	00	12	57
			13923	00	04	54
			13924	00	04	62
			13925	00	04	08
			13926	00	03	45
			13981	00	02	95
			13928	00	03	41
			13980	00	06	23
			13977	00	04	35
			13978	00	00	20
			18471	00	03	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	भगवानपुर-II	किस्मत बजकुल-156	18470	00	02	15
			13976	00	00	67
			13971	00	01	51
			13973	00	25	34
			13974	00	01	46
			14014	00	00	87
			13858	00	00	87
			18475	00	04	72
			18474	00	08	14
			18479	00	18	73
			18480	00	01	06
			14049	00	10	32
			14048	00	05	83
			14030	00	00	38
			14031	00	03	40
			14032	00	02	37
			14033	00	02	57
			14034	00	04	59
			14036	00	00	79
			14035	00	00	70
			14428	00	00	76
			15579	00	00	28
			14431	00	10	49
			14430	00	05	60
			14433	00	00	85
			14432	00	03	10
			14434	00	01	36
			14435	00	01	88
			15750	00	01	88

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 24th June, 2019

S. O. 1130.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNATHPUR - HALDIA PRODUCT PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
Sl. No.	Name of Tehsil	Name of Village	LR Plot No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	BHAGWANPUR-II	BIJOYNAGAR-326	1972/2010	00	01	08
			1965/2408	00	00	97
			1965/2407	00	01	76
			1965	00	05	49
			1964	00	02	99
			1964/2410	00	03	79
			1935/2414	00	00	34
			1965/2409	00	00	49
			1935/2413	00	00	45
			1967/2417	00	00	65
			1967/2416	00	04	22
			1966/2385	00	05	59
			1966	00	05	86
			1966/2386	00	05	62
			1966/2384	00	00	43
			1817/2383	00	01	03
			1817/2382	00	07	52
			1817/2381	00	03	44
			1866	00	01	01
			1865	00	00	91
			1864	00	00	76
			1862	00	08	01
			1862/1997	00	05	98
			1863/2367	00	02	28
			1846	00	00	20
			1846/1998	00	17	26
			1844/2365	00	00	86
			1844/2364	00	13	57
			1844	00	05	61
			1834	00	00	87
			1826	00	14	44
			1823	00	04	95

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	BIJOYNAGAR-326	1822	00	06	37
			1821	00	05	07
			1771	00	06	94
			1769	00	11	13
			1773	00	02	31
			1774	00	03	95
			1775	00	05	13
			1995	00	03	60
			1768	00	03	38
			1759/2349	00	10	90
			1994	00	09	35
			1760	00	07	62
			1759/2348	00	14	65
			1984	00	00	77
			1787	00	00	74
			1568	00	04	71
			1567	00	18	22
			1552	00	02	71
			1551	00	26	09
			1553	00	15	76
			1554	00	00	39
			1555	00	09	26
			1528	00	00	88
			1413	00	00	20
			1412	00	01	21
			1473/2298	00	05	80
			1414	00	05	62
			1415	00	02	15
			1416	00	02	72
			1417	00	05	42
			1419	00	01	95
			1418	00	01	80
			1283	00	01	78
			1450	00	15	98
			1458	00	00	20
			1456/2291	00	01	81
			1455/2290	00	04	67
			1454	00	04	92
			1453	00	02	23
			1452	00	05	13
2	BHAGWANPUR-II	DISHIMULIA-335	491	00	10	44
			559/675	00	00	56
			559	00	06	98
			558	00	01	08
			556	00	06	53
			557	00	01	39
			556/688	00	02	31
			555	00	00	20
			554	00	01	30
			553	00	06	55
			609	00	14	34
			611	00	00	20
			613	00	00	20
			614	00	21	29
			534	00	08	90
			531	00	08	08
			532/691	00	09	83

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	DISHIMULIA-335	526	00	03	16
			519	00	05	69
			630	00	00	35
			631	00	04	07
			629	00	03	23
			643	00	04	77
			643/803	00	04	46
			638	00	02	20
			637	00	04	55
			637/726	00	00	84
			653/730	00	01	33
3	BHAGWANPUR-II	DAKSHIN BOROJ PART-II - 333	508/951	00	00	20
			339	00	01	45
			383	00	06	86
			382	00	00	65
			384	00	04	74
			385	00	08	24
			355/901	00	01	84
			355	00	00	35
			356	00	04	98
			359	00	04	94
			449	00	20	07
			451	00	15	82
			457	00	03	09
			456	00	02	89
			453	00	07	16
			454	00	00	20
			375	00	01	09
4	BHAGWANPUR-II	SIMULBARI-331	120	00	00	88
			163	00	00	20
			164	00	04	39
			165	00	00	20
			161	00	00	54
			160	00	00	20
			166	00	05	85
			168	00	07	59
			167	00	00	71
			254/926	00	01	12
			157/887	00	06	48
			157/888	00	04	16
			157/889	00	03	05
			158/898	00	00	25
			157/890	00	02	05
			158/899	00	09	93
			158	00	07	02
			158/900	00	02	59
			158/901	00	01	26
			158/902	00	00	57
			158/903	00	00	20
			153	00	01	82
			152/885	00	00	31
			152	00	08	68
			883	00	00	20
			152/886	00	05	82
			145	00	06	32

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	SIMULBARI-331	144	00	08	59
			143	00	01	44
			139	00	01	21
			141	00	00	20
			42	00	01	14
			41/908	00	01	79
			140	00	02	37
			556	00	06	00
			534	00	00	68
			536	00	00	33
			535	00	00	20
			537	00	00	20
			542	00	01	48
			538	00	03	47
			540	00	18	99
			540/969	00	07	38
			567	00	00	81
			611/971	00	13	95
			611/972	00	00	46
			603	00	01	83
			607	00	01	40
			863	00	04	86
5	BHAGWANPUR-II	BIRIBARI-242	729	00	00	53
			649	00	00	77
			650	00	06	06
			642	00	00	39
			652	00	08	11
			664	00	07	10
			714	00	00	21
			665	00	03	56
			666	00	05	02
			668	00	04	53
			555	00	02	13
			554	00	02	82
			551	00	03	57
			550	00	04	26
			543	00	02	52
			542	00	03	25
			541	00	03	60
			540	00	00	57
			535	00	00	20
			537	00	02	43
			536	00	02	22
			533	00	05	06
			532	00	01	45
6	BHAGWANPUR-II	JUKHIA-240	2601	00	00	39
			2599	00	06	27
			2597	00	00	20
			2598	00	01	98
			2596	00	04	83
			2593	00	00	20
			2608	00	09	38
			2592	00	01	71
			2586	00	00	53
			2585	00	04	60
			2578	00	08	33

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	JUKHIA-240	2568	00	03	74
			2567	00	03	62
			2317	00	00	47
			2670	00	02	91
			2671	00	01	41
			2680	00	08	73
			2677	00	03	78
			2686	00	03	33
			2687	00	00	64
			2279	00	03	96
			2279/3250	00	01	75
			2274	00	01	22
			2273	00	12	22
			2270	00	00	20
			2269	00	03	28
			2268	00	03	72
			2267	00	05	44
			2266	00	00	38
			2258	00	09	91
			2032	00	01	44
			2832	00	01	44
			2832/3321	00	09	72
			2001	00	01	24
7	BHAGWANPUR-II	IKHUPATRIKA-225	1525	00	00	71
			1814	00	10	44
			1832	00	00	58
			1830	00	06	58
			1829	00	13	05
			1821	00	03	32
			1823/2316	00	07	10
			1824/2353	00	00	40
			1823	00	04	86
			1824	00	02	54
			1838	00	04	73
			1790/2352	00	00	20
			1839	00	03	60
			1840/2355	00	04	00
			1840	00	02	51
			1840/2354	00	06	14
			1841/2100	00	01	63
			1841	00	09	29
			1984	00	00	29
			1982	00	02	78
			1973	00	04	74
			1971	00	00	20
			1981	00	00	86
			1974	00	06	30
			1948	00	00	83
			1980	00	02	69
			1959	00	00	51
			2008	00	01	05
8	BHAGWANPUR-II	SADULYACHAK-229	214	00	02	30
			207	00	05	51
			204	00	03	77
			186	00	00	20
			205	00	00	42
			183	00	00	67

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			201	00	00	20
8	BHAGWANPUR-II	SADULYACHAK-229	203	00	03	97
			810	00	04	46
			187	00	03	75
			188	00	00	22
			181	00	03	25
			189	00	06	59
			179	00	05	44
			190	00	03	85
			178	00	05	38
			400	00	04	80
			401	00	08	06
			402	00	00	20
			404	00	07	16
			405	00	02	36
			406	00	00	62
			407	00	03	94
			411	00	03	64
			410	00	04	55
			409	00	01	24
			120	00	01	17
			415	00	00	84
			418	00	05	25
			417	00	02	09
			420	00	00	20
			416	00	04	93
			421	00	00	68
			429	00	05	02
			427	00	00	20
			428	00	03	55
			430	00	00	20
			451	00	06	28
			450	00	04	13
			452	00	04	24
			864	00	00	20
			453	00	07	99
			863	00	00	89
			454	00	07	20
			456	00	07	23
			488	00	06	59
			469	00	00	26
			470	00	11	63
			580	00	00	90
9	BHAGWANPUR-II	FAKIRCHAK-228	63	00	00	91
			172/268	00	07	56
			171	00	06	67
			184	00	00	57
			169	00	05	53
			185	00	01	90
			168	00	08	96
			167	00	03	38
			133	00	11	76
			153	00	02	49
			152	00	06	26
			154	00	04	56
			155	00	00	48
			157	00	02	98

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	FAKIRCHAK-228	156	00	05	38
			160	00	00	20
			227	00	00	43
10	BHAGWANPUR-II	KISMAT BAJKUL-156	15952	00	00	45
			15879	00	06	02
			15880	00	02	12
			15881	00	03	95
			18722	00	03	02
			15868	00	06	03
			15867	00	07	27
			15858	00	00	20
			15903	00	06	53
			15904	00	03	07
			15905	00	00	24
			15906	00	03	80
			15912	00	00	84
			15909	00	00	20
			15911	00	03	71
			15913	00	03	22
			3009	00	03	64
			3010	00	01	79
			2995	00	06	29
			2994	00	00	20
			2996	00	00	56
			2993	00	06	97
			2992	00	05	29
			2987	00	00	44
			3012	00	00	59
			3023	00	05	81
			3024	00	02	52
			3027	00	01	41
			3028	00	00	20
			3026	00	01	39
			3029	00	04	86
			3030	00	02	39
			3031	00	03	69
			17054	00	00	37
			17053	00	02	50
			3039	00	01	91
			17052	00	00	20
			3040	00	02	28
			3041	00	00	85
			17049	00	00	20
			17050	00	02	47
			3036	00	03	16
			17051	00	01	59
			3089	00	00	20
			2888	00	00	87
			2609	00	00	87
			2514	00	03	40
			2512	00	02	98
			2510	00	00	77
			2509	00	00	99
			2486	00	01	77
			2487	00	01	51
			2485	00	01	58
			2484	00	01	96
			2483	00	04	22

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	KISMAT BAJKUL-156	2482	00	03	21
			2476	00	00	20
			2473	00	03	57
			2475	00	03	03
			2474	00	11	10
			3620	00	00	86
			2086	00	02	91
			3621	00	02	36
			2085	00	00	85
			2087	00	05	25
			2089	00	00	26
			2088	00	04	10
			16922	00	00	20
			16923	00	01	06
			16924	00	03	18
			16925	00	02	58
			2031	00	01	49
			2040	00	06	71
			2042	00	02	18
			17125	00	04	28
			2044	00	06	86
			2045	00	04	05
			2046	00	08	81
			2051	00	03	57
			2026	00	00	20
			2052	00	05	93
			2053	00	01	39
			2025	00	00	69
			2021	00	00	62
			2020	00	07	87
			2022	00	02	75
			2012	00	06	55
			17224	00	03	95
			2013	00	00	82
			2011	00	01	44
			2010	00	06	51
			2007	00	00	71
			2008	00	03	77
			9191	00	01	56
			9190	00	03	14
			9189	00	00	20
			8408	00	00	97
			9166	00	06	68
			9167	00	04	88
			9170	00	00	20
			9169	00	04	90
			9136	00	00	98
			9135	00	02	83
			9134	00	03	31
			9133	00	01	67
			17862	00	02	30
			9118	00	01	95
			9123	00	04	53
			9122	00	01	85
			9106	00	00	67
			8481	00	00	20
			8486	00	02	18
			17842	00	01	65

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	KISMAT BAJKUL-156	8485	00	02	24
			8484	00	00	24
			8488	00	04	14
			8490	00	00	20
			8491	00	00	96
			17840	00	00	20
			8499	00	07	42
			8500	00	02	01
			8501	00	04	78
			8502	00	00	20
			8504	00	00	20
			8503	00	03	86
			8299	00	04	03
			8298	00	03	75
			8522	00	00	20
			8297	00	00	58
			8523	00	01	67
			8524	00	06	38
			8525	00	00	80
			8535	00	03	28
			8534	00	02	27
			8568	00	00	20
			8569	00	02	86
			8570	00	01	16
			8571	00	01	66
			8585	00	00	86
			8584	00	03	74
			8583	00	03	26
			8577	00	00	81
			8581	00	03	39
			8579	00	02	35
			8580	00	02	82
			6613	00	08	05
			6614	00	00	20
			6615	00	00	90
			6754	00	00	33
			6617	00	03	97
			6755	00	02	70
			6756	00	01	20
			6753	00	10	51
			6757	00	04	76
			6771	00	07	66
			6761	00	01	72
			6763/17578	00	01	25
			6763/17577	00	01	18
			6763	00	00	62
			6764/17580	00	00	52
			6764	00	00	50
			6765	00	00	53
			6766	00	00	38
			6767	00	09	33
			8882	00	01	09
			6768	00	03	01
			6904	00	05	36
			8881	00	00	20
			8883	00	00	20
			6905	00	07	98
			6907	00	07	82
			8888	00	00	94

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	KISMAT BAJKUL-156	8889	00	00	40
			6909	00	02	35
			6910	00	02	26
			8893	00	05	25
			8894	00	01	30
			6911	00	05	07
			6917	00	06	22
			6918	00	00	82
			6918/17608	00	01	65
			6919	00	01	78
			6921/17609	00	02	91
			6921/17610	00	04	58
			6921	00	00	79
			6926	00	12	60
			6945	00	06	30
			6944	00	01	85
			6946	00	02	93
			6947	00	07	01
			6948	00	01	06
			6951	00	06	50
			6958	00	07	32
			6959	00	09	13
			7967	00	01	21
			6979/17623	00	00	72
			6960	00	02	69
			6962	00	04	51
			6977	00	00	74
			6976	00	03	30
			6963	00	09	67
			6964	00	11	93
			6973	00	01	27
			6966	00	05	59
			6972	00	02	20
			6968	00	06	50
			6967	00	01	77
			6969	00	01	59
			7857	00	01	13
			7829	00	01	09
			7830	00	00	79
			7828	00	10	87
			17739	00	02	62
			7824	00	09	42
			17737	00	00	20
			7823	00	01	82
			7819	00	02	75
			7807	00	02	32
			7818	00	08	61
			7809	00	00	88
			7810	00	04	64
			7814	00	15	10
			7815	00	01	98
			11776	00	10	70
			11777	00	03	37
			11772	00	02	75
			11778	00	02	17
			11765	00	06	14
			11764	00	06	10
			11763	00	07	22

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	KISMAT BAJKUL-156	11762	00	00	22
			11785	00	08	02
			11786	00	03	69
			11791/16678	00	01	99
			11787	00	02	72
			11788	00	02	38
			11789	00	03	40
			11790	00	03	96
			11805	00	07	92
			11804	00	05	89
			11803	00	05	34
			11802	00	02	92
			11819	00	04	22
			11818	00	05	42
			11814	00	00	20
			11815	00	07	60
			11816	00	04	18
			11885	00	04	05
			11858	00	05	28
			11859	00	01	26
			11884	00	02	38
			11860	00	06	40
			11883	00	08	25
			11865	00	01	13
			11866	00	01	76
			11877	00	04	76
			11869	00	02	16
			11876	00	03	36
			11870	00	00	73
			11871	00	06	25
			13020	00	00	80
			13021	00	01	34
			18404	00	06	76
			13022	00	06	87
			13058	00	01	49
			13100	00	06	20
			13102	00	00	20
			13101	00	06	47
			18407	00	04	63
			13095	00	10	34
			13085	00	07	39
			13156	00	00	20
			13084	00	07	24
			13081	00	06	99
			13080	00	01	26
			13158	00	07	13
			13075	00	01	27
			13159	00	00	67
			13074	00	05	77
			13247	00	06	92
			13249	00	03	23
			13248	00	06	84
			13244	00	01	24
			13242	00	04	95
			13253	00	00	92
			13254	00	03	31
			13256	00	13	10
			18424	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	BHAGWANPUR-II	KISMAT BAJKUL-156	13259	00	04	13
			13260	00	04	78
			13261	00	02	19
			13262	00	00	62
			13269	00	11	71
			13276	00	01	03
			13277	00	03	56
			13278/18427	00	05	08
			13278	00	08	19
			13279	00	00	20
			13288	00	00	20
			13921	00	00	20
			13922	00	12	57
			13923	00	04	54
			13924	00	04	62
			13925	00	04	08
			13926	00	03	45
			13981	00	02	95
			13928	00	03	41
			13980	00	06	23
			13977	00	04	35
			13978	00	00	20
			18471	00	03	01
			18470	00	02	15
			13976	00	00	67
			13971	00	01	51
			13973	00	25	34
			13974	00	01	46
			14014	00	00	87
			13858	00	00	87
			18475	00	04	72
			18474	00	08	14
			18479	00	18	73
			18480	00	01	06
			14049	00	10	32
			14048	00	05	83
			14030	00	00	38
			14031	00	03	40
			14032	00	02	37
			14033	00	02	57
			14034	00	04	59
			14036	00	00	79
			14035	00	00	70
			14428	00	00	76
			15579	00	00	28
			14431	00	10	49
			14430	00	05	60
			14433	00	00	85
			14432	00	03	10
			14434	00	01	36
			14435	00	01	88
			15750	00	01	88

[F. No. R-11025(12)/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 24 जून, 2019

का. आ. 1131.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीआ (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाईप लाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाईन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतियां साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिवाप्रियादास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, अन्दुल मोउरि दुलिया मोरीग्राम हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ उत्पाद पाइपलाइन परियोजना						
3(1) अनुसूची						
ज़िला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गाँव का नाम	एल आर प्लॉट क्रमांक	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	सुताहाटा-II	किसमत शिवरामनगर-94	1781	00	00	79
			1772	00	01	10
			1771	00	00	43
			1770	00	00	79
			1773	00	02	13
			1774	00	02	10
			1767	00	01	64
			1766	00	02	58
			1765	00	01	21
			1751	00	05	93
			2874	00	02	30
			1750	00	07	83
			1749	00	01	43
			1729	00	00	20
			1731	00	07	36

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सुताहाटा-II	किसमत शिवरामनगर-94	1732	00	06	67
			1733	00	00	20
			1743	00	05	62
			1734	00	04	51
			1742	00	02	12
			1740	00	01	60
			1737	00	10	23
			929	00	06	12
			928	00	04	19
			930	00	00	98
			927	00	03	29
			931	00	01	74
			925	00	06	29
			923	00	00	29
			924	00	03	02
			895	00	07	00
			897	00	02	76
			896	00	08	38
			891	00	00	20
			825	00	01	75
			826	00	04	70
			827	00	00	79
			824	00	01	50
			828	00	04	56
			829	00	04	59
			822	00	08	29
			830	00	03	56
			830/2801	00	01	13
			812	00	01	40
			780	00	01	18
			781	00	00	20
			779	00	07	12
			791	00	00	20
			778	00	00	36
			777	00	01	45

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सुताहाटा-II	किसमत शिवरामनगर-94	769	00	01	13
			775	00	00	32
			776	00	04	38
			770	00	00	22
			771	00	01	95
			772	00	03	50
			773	00	00	20
			789	00	03	97
			788	00	03	62
			734	00	00	85
			797	00	11	32
			796	00	03	34
			714	00	02	86
			713	00	01	99
			702	00	11	22
			703	00	02	08
			704	00	01	06
			705	00	01	80
			698	00	02	04
			697	00	00	45
			707	00	07	64
			696	00	02	30
			695	00	03	62
			684	00	01	02
			685	00	02	33
			686	00	02	75
			687	00	02	64
			688	00	02	63
			690	00	00	20
			689	00	00	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सुताहाटा-II	किसमत शिब्रामनगर-94	654	00	05	13
			655	00	07	45
			657	00	06	50
			656	00	02	27
			658	00	08	40

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 24th June, 2019

S. O. 1131.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to ShriSibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNAHPUR - HALDIA PRODUCT PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
Sl. No.	Name of Tehsil	Name of Village	LR Plot No.	Area		
				Hectare	Are	Sqm.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	SUTAHATA-II	KISMAT SHIBRAMNAGAR-94	1781	00	00	79
			1772	00	01	10
			1771	00	00	43
			1770	00	00	79
			1773	00	02	13
			1774	00	02	10
			1767	00	01	64
			1766	00	02	58
			1765	00	01	21
			1751	00	05	93
			2874	00	02	30
			1750	00	07	83
			1749	00	01	43
			1729	00	00	20
			1731	00	07	36
			1732	00	06	67

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SUTAHATA-II	KISMAT SHIBRAMNAGAR-94	1733	00	00	20
			1743	00	05	62
			1734	00	04	51
			1742	00	02	12
			1740	00	01	60
			1737	00	10	23
			929	00	06	12
			928	00	04	19
			930	00	00	98
			927	00	03	29
			931	00	01	74
			925	00	06	29
			923	00	00	29
			924	00	03	02
			895	00	07	00
			897	00	02	76
			896	00	08	38
			891	00	00	20
			825	00	01	75
			826	00	04	70
			827	00	00	79
			824	00	01	50
			828	00	04	56
			829	00	04	59
			822	00	08	29
			830	00	03	56
			830/2801	00	01	13
			812	00	01	40
			780	00	01	18
			781	00	00	20
			779	00	07	12
			791	00	00	20
			778	00	00	36
			777	00	01	45
			769	00	01	13
			775	00	00	32
			776	00	04	38
			770	00	00	22
			771	00	01	95
			772	00	03	50
			773	00	00	20
			789	00	03	97
			788	00	03	62
			734	00	00	85
			797	00	11	32
			796	00	03	34
			714	00	02	86
			713	00	01	99
			702	00	11	22
			703	00	02	08
			704	00	01	06
			705	00	01	80
			698	00	02	04
			697	00	00	45
			707	00	07	64
			696	00	02	30
			695	00	03	62
			684	00	01	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SUTAHATA-II	KISMAT SHIBRAMNAGAR-94	685	00	02	33
			686	00	02	75
			687	00	02	64
			688	00	02	63
			690	00	00	20
			689	00	00	87
			654	00	05	13
			655	00	07	45
			657	00	06	50
			656	00	02	27
			658	00	08	40

[F. No. R-11025(12)/1/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 24 जून, 2019

का. आ. 1132.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीआ (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाइन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतियां साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिवाप्रियादास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड अन्दुल मोउरि दुलिया मौरीग्राम, हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ उत्पाद पाइपलाईन परियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं.	तहसील का नाम	गाँव का नाम	एलआर प्लॉट क्रमांक	क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	सुताहाटा-I	शोभारामपुर-147	1075	00	00	30
			1659	00	05	08
			1658	00	03	89
			1657	00	01	13
			1076	00	02	56

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सुताहाटा-I	शोभारामपुर-147	1077	00	00	20
			1656	00	03	06
			1651	00	00	31
			1078	00	02	50
			1650	00	10	61
			1648	00	02	92
			1647	00	03	23
			1646	00	04	16
			1645	00	02	20
			1637	00	04	97
			1638	00	03	56
			1639	00	06	53
			1623	00	01	24
			1618	00	13	36
			1619	00	00	20
			1615	00	04	23
			1606	00	04	54
			1607	00	00	30
			1605	00	18	53
			1599	00	04	19
			1598	00	03	59
			1597	00	00	20
			1596	00	01	45
			1595	00	05	66
			1594	00	05	08
			1546	00	09	98
			1306	00	02	63
			1311	00	00	20
			1545	00	12	76
			1524	00	01	22
			1525	00	07	74
			1539	00	00	20
			1526	00	06	27
			1527	00	00	20
			1519	00	06	12

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			1518	00	00	21
			1517	00	05	17
			1515	00	11	33
			1512	00	00	66
			1504	00	01	05
			1505	00	03	73
			1506	00	06	16
			1499	00	00	20
			1507	00	06	51
			1508	00	04	28
			1509	00	04	17
			1477	00	00	64
			1510	00	08	10
			1513	00	04	68
			1511	00	01	67
			1512	00	00	69
			1432	00	07	80
			1433	00	00	42
			1434	00	04	50
2	सुताहाटा-I	राजारामपुर-102	382	00	05	81
			383	00	02	22
			371	00	01	09
			386	00	02	97
			387	00	02	20
			388	00	03	15
			392	00	00	31
			393	00	01	61
			386/2280	00	00	20
			393/2283	00	00	49
			394	00	00	20
			400/2284	00	04	70
			395	00	04	76
			397	00	01	04
			969	00	00	53
			398	00	09	16

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सुताहाटा-I	राजारामपुर-102	973	00	00	20
			398/2279	00	04	99
			978	00	00	20
			417	00	03	66
			418	00	02	80
			979	00	05	86
			1010	00	07	21
			1011/2229	00	07	03
			1011	00	00	61
			1012	00	11	14
			1017	00	02	95
			1016	00	01	93
			1019	00	02	06
			1018	00	03	38
			1028	00	00	20
			1029	00	05	45
			1021	00	03	12
			1022	00	01	13
			1027	00	02	23
			1026/2325	00	04	26
			1026	00	00	79
			1025	00	04	30
			1024	00	04	14
			1048	00	00	98
			1061	00	01	59
			1060	00	00	43
			1055	00	06	91
			1049	00	03	22
			1050	00	00	74
			1054	00	04	48
			1053	00	01	63
			1051	00	01	31
			1052	00	00	79
			914	00	00	77
			1835	00	00	71

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	सुताहाटा-I	राजारामपुर-102	1838	00	03	05
			1837	00	02	53
			1836	00	07	16
			1843	00	05	78
			1899	00	04	35
			1900	00	08	45
			1914	00	00	91
			1913	00	03	83
			1912	00	06	42
			1943	00	14	58
			1936	00	14	72
			1927	00	06	85
			1934	00	00	20
			1933	00	03	13
			1932	00	02	51
			852	00	00	98
			2085/2395	00	00	20
			2086	00	00	81
			2090	00	08	96
			2091/2397	00	00	40
			2091	00	01	36
			2089	00	02	77
			2112	00	00	20
			2088/2396	00	09	00
			2088	00	00	34
			2113	00	01	58
			2115	00	05	90
			2116	00	00	20
			2114	00	02	30
			2117	00	00	32
			2122	00	00	37
			2121	00	06	93
			2120	00	01	18
			2144	00	00	44
			2145	00	08	87

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			2146	00	01	47
			2147	00	00	20
			2148	00	04	22
			2149	00	01	95
			2150	00	01	48
			2153	00	00	63
			2152	00	02	33
			2151	00	00	43
			2161	00	03	60
			2159	00	03	97
			2158	00	03	14
			2162	00	00	20
			2163	00	00	25

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 24th June, 2019

S. O. 1132.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNATHPUR - HALDIA PRODUCT PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
Sl. No.	Name of Tehsil	Name of Village	LR Plot No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	SUTAHATA-I	SHOBHARAMPUR-147	1075	00	00	30
			1659	00	05	08
			1658	00	03	89
			1657	00	01	13
			1076	00	02	56
			1077	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SUTAHATA-I	SHOBHARAMPUR-147	1656	00	03	06
			1651	00	00	31
			1078	00	02	50
			1650	00	10	61
			1648	00	02	92
			1647	00	03	23
			1646	00	04	16
			1645	00	02	20
			1637	00	04	97
			1638	00	03	56
			1639	00	06	53
			1623	00	01	24
			1618	00	13	36
			1619	00	00	20
			1615	00	04	23
			1606	00	04	54
			1607	00	00	30
			1605	00	18	53
			1599	00	04	19
			1598	00	03	59
			1597	00	00	20
			1596	00	01	45
			1595	00	05	66
			1594	00	05	08
			1546	00	09	98
			1306	00	02	63
			1311	00	00	20
			1545	00	12	76
			1524	00	01	22
			1525	00	07	74
			1539	00	00	20
			1526	00	06	27
			1527	00	00	20
			1519	00	06	12
			1518	00	00	21
			1517	00	05	17
			1515	00	11	33
			1512	00	00	66
			1504	00	01	05
			1505	00	03	73
			1506	00	06	16
			1499	00	00	20
			1507	00	06	51
			1508	00	04	28
			1509	00	04	17
			1477	00	00	64
			1510	00	08	10
			1513	00	04	68
			1511	00	01	67
			1512	00	00	69
			1432	00	07	80
			1433	00	00	42
			1434	00	04	50
2	SUTAHATA-I	RAJARAMPUR-102	382	00	05	81
			383	00	02	22
			371	00	01	09

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SUTAHATA-I	RAJARAMPUR-102	386	00	02	97
			387	00	02	20
			388	00	03	15
			392	00	00	31
			393	00	01	61
			386/2280	00	00	20
			393/2283	00	00	49
			394	00	00	20
			400/2284	00	04	70
			395	00	04	76
			397	00	01	04
			969	00	00	53
			398	00	09	16
			973	00	00	20
			398/2279	00	04	99
			978	00	00	20
			417	00	03	66
			418	00	02	80
			979	00	05	86
			1010	00	07	21
			1011/2229	00	07	03
			1011	00	00	61
			1012	00	11	14
			1017	00	02	95
			1016	00	01	93
			1019	00	02	06
			1018	00	03	38
			1028	00	00	20
			1029	00	05	45
			1021	00	03	12
			1022	00	01	13
			1027	00	02	23
			1026/2325	00	04	26
			1026	00	00	79
			1025	00	04	30
			1024	00	04	14
			1048	00	00	98
			1061	00	01	59
			1060	00	00	43
			1055	00	06	91
			1049	00	03	22
			1050	00	00	74
			1054	00	04	48
			1053	00	01	63
			1051	00	01	31
			1052	00	00	79
			914	00	00	77
			1835	00	00	71
			1838	00	03	05
			1837	00	02	53
			1836	00	07	16
			1843	00	05	78
			1899	00	04	35
			1900	00	08	45
			1914	00	00	91

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	SUTAHATA-I	RAJARAMPUR-102	1913	00	03	83
			1912	00	06	42
			1943	00	14	58
			1936	00	14	72
			1927	00	06	85
			1934	00	00	20
			1933	00	03	13
			1932	00	02	51
			852	00	00	98
			2085/2395	00	00	20
			2086	00	00	81
			2090	00	08	96
			2091/2397	00	00	40
			2091	00	01	36
			2089	00	02	77
			2112	00	00	20
			2088/2396	00	09	00
			2088	00	00	34
			2113	00	01	58
			2115	00	05	90
			2116	00	00	20
			2114	00	02	30
			2117	00	00	32
			2122	00	00	37
			2121	00	06	93
			2120	00	01	18
			2144	00	00	44
			2145	00	08	87
			2146	00	01	47
			2147	00	00	20
			2148	00	04	22
			2149	00	01	95
			2150	00	01	48
			2153	00	00	63
			2152	00	02	33
			2151	00	00	43
			2161	00	03	60
			2159	00	03	97
			2158	00	03	14
			2162	00	00	20
			2163	00	00	25

[F. No. R-11025(12)/1/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 24 जून, 2019

का. आ. 1133.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 234, दिनांक 08 फरवरी 2019, भारत के राजपत्र संख्या 7, दिनांक 10 फरवरी 2019 से 16 फरवरी 2019, में प्रकाशित की गई थी। इन अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में झारखंड राज्य में “हल्दिया-बरौनी पाइपलाइन सिस्टम्स परियोजना” जिला

देवघर में कच्चे तेल के परिवहन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के लिए उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को दिनांक 13 मार्च 2019 तक उपलब्ध करा दी गई थी,

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है,

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमो से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगी;

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदाई होगा और पाइपलाइन से संबन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

अनुसूची					
जिला : देवघर			राज्य : झारखंड		
अंचल	गाँव	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
देवघर	सरसा - 226	825	00	01	50
		351	00	01	25
		1208	00	06	09
		1176	00	01	09
		1175	00	00	96
		918	00	06	73
		942	00	00	78
		1168	00	00	55
		943	00	01	01
		944	00	00	88
		946	00	00	25
		947	00	00	20
		948	00	02	73
		949	00	00	67
		950	00	03	40

(1)	(2)	(3)	(4)	(5)	(6)
देवघर	सरसा - 226	951	00	00	93
		1042	00	02	37
		1043	00	01	14
		1045	00	01	11
		1044	00	01	49
		1046	00	03	86
		1034	00	00	63
		1033	00	03	31
		1032	00	00	20
		1031	00	00	51
		1023	00	01	27
		1022	00	01	28
		1021	00	01	30
		1020	00	01	93
		1019	00	01	84
		1409	00	00	30
		1408	00	01	22
		1407	00	01	19
		1018	00	01	65
		1008	00	05	23
देवघर	कुशमाहा - 222	890	00	05	78
		893	00	00	20
		892	00	08	38
		853	00	00	71
		858	00	05	17
		859	00	00	77
		860	00	01	78
		952	00	00	20
		833	00	01	76
		934	00	00	59
		935	00	01	10
		824	00	02	50
		825	00	02	05
		983	00	00	20
		826	00	02	09
		822	00	00	68

(1)	(2)	(3)	(4)	(5)	(6)
देवघर	कुशमाहा - 222	827	00	00	20
		798	00	05	37
		796	00	01	86
		781	00	00	20
		797	00	01	52
		800	00	00	83
		931	00	01	72
		780	00	02	26
		779	00	05	68
		753	00	00	64
		778	00	00	62
		751	00	02	59
		754	00	01	30
		755	00	05	83
		748	00	02	24
		750	00	07	24
		728	00	02	01
देवघर	बंथा केन्दुआ - 216	598	00	02	56
		597	00	00	21
		596	00	06	80
		595	00	02	97
		594	00	03	43
		593	00	04	95
		540	00	00	20
		563	00	10	81
		562	00	01	04
		566	00	00	20
		567	00	04	58
		569	00	00	20
		570	00	01	28
		571	00	01	28
		573	00	07	20
		583	00	01	90
		576	00	03	96
		579	00	01	65
		578	00	02	29

(1)	(2)	(3)	(4)	(5)	(6)
देवघर	बंधा केन्दुआ - 216	577	00	05	56
		511	00	04	05
		604	00	00	49
		510	00	00	89
		513	00	09	48
		514	00	08	28
		393	00	11	74
		394	00	06	85
		395	00	06	89
		366	00	05	32
		364	00	00	30
		365	00	06	54
		350	00	02	56
		351	00	02	06
		349	00	00	50
		620	00	02	44
		299	00	02	87
		327	00	05	94
		304	00	01	99
		301	00	04	43
		300	00	04	62
		295	00	01	35
		294	00	07	85
		305	00	05	53
		12	00	06	90
		13	00	02	90
		19	00	00	20
		15	00	03	20
		17	00	03	60
		18	00	00	22
		28	00	11	66
		27	00	00	21
		48	00	03	14
		608	00	01	81
		49	00	02	45
		60	00	03	68

(1)	(2)	(3)	(4)	(5)	(6)
देवघर	बंथा केन्दुआ – 216	59	00	01	97
		65	00	03	86
		64	00	02	07
		66	00	04	82
		69	00	01	86
		70	00	02	45
		618	00	03	15
		68	00	05	73
		1	00	11	54
		76	00	00	46
देवघर	गड़जोरा- 06	17	00	00	73
		1176	00	00	64
		1171	00	00	53
		15	00	00	20
		1170	00	02	94
		1172	00	00	71
		1177	00	01	38
		16	00	00	96
		1155	00	03	10
		20	00	00	40
		1150	00	00	77
		55	00	01	16
		66	00	24	65
		54	00	09	64
		1229	00	07	76
		49	00	19	54
		50	00	00	76
		48	00	02	47
		35	00	00	24
		1228	00	10	84
		36	00	11	60
		37	00	00	20
		39	00	01	02
		38	00	01	06
		25	00	03	67

(1)	(2)	(3)	(4)	(5)	(6)
देवघर	केतनकाठी- 06	23	00	01	94
मोहनपुर	हरकटा - 678	68	00	10	53
		67	00	11	32
		69	00	03	93
		66	00	05	22
		65	00	12	16
		64	00	02	07
		63	00	01	05
		61	00	04	88
		34	00	00	22
		13	00	02	88
		33	00	00	92
		14	00	04	15
		12	00	00	20
		11	00	00	81
		15	00	03	34
		13/656	00	02	84
मोहनपुर	कुसमा टिल्हा - 680	58	00	06	55
		59	00	02	66
		56	00	00	20
		55	00	02	07
		52	00	02	17
		51	00	02	77
		50	00	00	81
		47	00	11	45
		46	00	15	56
		45	00	06	04
		44	00	01	20
मोहनपुर	घोड़मारा - 422	250	00	13	51
मोहनपुर	मेदनी डीह - 681	493	00	04	77
		528	00	01	42

[फा. सं. आर-11025(11)/21/2018-ओआर-I/ई-27764]

शान्तनु धर, अवर सचिव

New Delhi, the 24th June, 2019

S. O. 1133.—Whereas by the notification of the Government of the India in the Ministry of Petroleum and Natural Gas S. O. No. 234 Dated 8th February, 2019, published in the Gazette of India No. 7 dated 10th February to 16th February, 2019 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying “Haldia-Barauni Pipeline Systems Project” for the transportation of Crude Oil in Deoghar District in the State of Jharkhand by Indian Oil Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 13th March 2019.

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And Whereas the central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date publication of the declaration, in Indian Oil Corporation Limited, free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

District : DEOGHAR			State : JHARKHAND		
Anchal	Village	Survey No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Deoghar	Sarsa-226	825	00	01	50
		351	00	01	25
		1208	00	06	09
		1176	00	01	09
		1175	00	00	96
		918	00	06	73
		942	00	00	78
		1168	00	00	55
		943	00	01	01
		944	00	00	88
		946	00	00	25
		947	00	00	20
		948	00	02	73
		949	00	00	67
		950	00	03	40
		951	00	00	93
		1042	00	02	37
		1043	00	01	14
		1045	00	01	11
		1044	00	01	49
		1046	00	03	86
		1034	00	00	63
		1033	00	03	31
		1032	00	00	20
		1031	00	00	51
		1023	00	01	27

(1)	(2)	(3)	(4)	(5)	(6)
Deoghar	Sarsa-226	1022	00	01	28
		1021	00	01	30
		1020	00	01	93
		1019	00	01	84
		1409	00	00	30
		1408	00	01	22
		1407	00	01	19
		1018	00	01	65
		1008	00	05	23
Deoghar	Kusmaha - 222	890	00	05	78
		893	00	00	20
		892	00	08	38
		853	00	00	71
		858	00	05	17
		859	00	00	77
		860	00	01	78
		952	00	00	20
		833	00	01	76
		934	00	00	59
		935	00	01	10
		824	00	02	50
		825	00	02	05
		983	00	00	20
		826	00	02	09
		822	00	00	68
		827	00	00	20
		798	00	05	37
		796	00	01	86
		781	00	00	20
		797	00	01	52
		800	00	00	83
		931	00	01	72
		780	00	02	26
		779	00	05	68
		753	00	00	64
		778	00	00	62
		751	00	02	59
		754	00	01	30
		755	00	05	83
		748	00	02	24
		750	00	07	24
		728	00	02	01
Deoghar	Bandh Kendua - 216	598	00	02	56
		597	00	00	21
		596	00	06	80
		595	00	02	97
		594	00	03	43
		593	00	04	95
		540	00	00	20
		563	00	10	81
		562	00	01	04
		566	00	00	20
		567	00	04	58
		569	00	00	20
		570	00	01	28
		571	00	01	28
		573	00	07	20
		583	00	01	90
		576	00	03	96
		579	00	01	65
		578	00	02	29

(1)	(2)	(3)	(4)	(5)	(6)
Deoghar	Bandh Kendua - 216	577	00	05	56
		511	00	04	05
		604	00	00	49
		510	00	00	89
		513	00	09	48
		514	00	08	28
		393	00	11	74
		394	00	06	85
		395	00	06	89
		366	00	05	32
		364	00	00	30
		365	00	06	54
		350	00	02	56
		351	00	02	06
		349	00	00	50
		620	00	02	44
		299	00	02	87
		327	00	05	94
		304	00	01	99
		301	00	04	43
		300	00	04	62
		295	00	01	35
		294	00	07	85
		305	00	05	53
		12	00	06	90
		13	00	02	90
		19	00	00	20
		15	00	03	20
		17	00	03	60
		18	00	00	22
		28	00	11	66
		27	00	00	21
		48	00	03	14
		608	00	01	81
		49	00	02	45
		60	00	03	68
		59	00	01	97
		65	00	03	86
		64	00	02	07
		66	00	04	82
		69	00	01	86
		70	00	02	45
		618	00	03	15
		68	00	05	73
		1	00	11	54
		76	00	00	46
Deoghar	Garjora - 6	17	00	00	73
		1176	00	00	64
		1171	00	00	53
		15	00	00	20
		1170	00	02	94
		1172	00	00	71
		1177	00	01	38
		16	00	00	96
		1155	00	03	10
		20	00	00	40
		1150	00	00	77
		55	00	01	16
		66	00	24	65
		54	00	09	64
		1229	00	07	76

(1)	(2)	(3)	(4)	(5)	(6)
Deoghar	Garjora- 6	49	00	19	54
		50	00	00	76
		48	00	02	47
		35	00	00	24
		1228	00	10	84
		36	00	11	60
		37	00	00	20
		39	00	01	02
		38	00	01	06
		25	00	03	67
Deoghar	Kenankathi - 7	23	00	01	94
Mohanpur	Harkata - 678	68	00	10	53
		67	00	11	32
		69	00	03	93
		66	00	05	22
		65	00	12	16
		64	00	02	07
		63	00	01	05
		61	00	04	88
		34	00	00	22
		13	00	02	88
		33	00	00	92
		14	00	04	15
		12	00	00	20
		11	00	00	81
		15	00	03	34
		13/656	00	02	84
Mohanpur	Kusma Tilha - 680	58	00	06	55
		59	00	02	66
		56	00	00	20
		55	00	02	07
		52	00	02	17
		51	00	02	77
		50	00	00	81
		47	00	11	45
		46	00	15	56
		45	00	06	04
		44	00	01	20
Mohanpur	Ghormara - 422	250	00	13	51
Mohanpur	Mednidih - 681	493	00	04	77
		528	00	01	42

[F. No. R-11025(11)/21/2018-OR-I/E-27764]

SANTANU DHAR, Under Secy.

नई दिल्ली, 27 जून, 2019

का.आ. 1134.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, भारत सरकार पेट्रोलियम और प्राकृतिक गैस मंत्रालय, की अधिसूचना का.आ. 237 दिनांक 16 सितंबर 2016 के द्वारा श्री सचीन्द्र कुमार सिलावत, उपनिदेशक उद्योग को भारत ओमान रिफाइनरीज लिमिटेड (बीओआरएल) मध्यप्रदेश क्षेत्र में सक्षम प्राधिकारी के पद के दिए गए प्राधिकार के अधिपत्य का अधिक्रांत करते हुये, अनुविभागीय अधिकारी (राजस्व), उज्जैन (मध्यप्रदेश) जो उनके अपने कार्यभार के साथ भारत ओमान रिफाइनरीज लिमिटेड से संबंधित वाडिनार (गुजरात) से बीना (मध्य प्रदेश) तक की देशव्यापी कूड पाइपलाइन

के लिए सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए उक्त अधिनियम, के अधीन मध्य प्रदेश राज्य के राज्य क्षेत्र के भीतर प्राधिकृत्य करती हैं।

यह अधिसूचना उस के जारी होने की तारीख से प्रभावी होगी।

[फा. सं. आर-11025(15)/5/2019-ओआर-I/ई-30412]

शान्तनु धर, अवर सचिव

New Delhi, the 27th June, 2019

S.O. 1134.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) and in supersession of authorization given to Mr. Sachindra Kumar Silawat, Deputy Director – Industries as a Competent Authority of Bharat Oman Refineries Limited (BORL) for Madhya Pradesh region through Ministry of Petroleum and Natural Gas, Government of India vide. S.O. 237 dated the 16th September 2016 the Central Government hereby authorizes Sub-Divisional Magistrate (Revenue) Ujjain (Madhya Pradesh) to perform the functions of the Competent Authority, in addition to his own duties, under said Act, within the territory of State of Madhya Pradesh for the cross country crude pipeline from Vadinar (Gujrat) to Bina (Madhya Pradesh) of Bharat Oman Refineries Limited (BORL).

This notification will be effective from the date of its issue.

[F. No. R-11025(15)/5/2019-OR-IE-30412]

SANTANU DHAR, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 25 जून, 2019

का.आ. 1135.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

और रेखांक संख्या आरवीयूएन/केईटी/सीबीए/4/1, तारीख 18 अप्रैल, 2019 का जिसमें उक्त अनुसूची में वर्णित भूमि क्षेत्र के ब्यौरे का निरीक्षण मुख्य महाप्रबंधक (खोज प्रभाग), सेंट्रल माइन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट लिमिटेड, गोंदवाना पैलेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता – 700001 के कार्यालय में या अपर मुख्य इंजीनियर –ईंधन/उप मुख्य इंजीनियर –ईंधन/उप मुख्य इंजीनियर –कोयला, राजस्थान राज्य विद्युत उत्पादन निगम लिमिटेड, रजिस्ट्रीकृत कार्यालय और मुख्यालय, विद्युत भवन, जनपथ, ज्योति नगर, जयपुर (राजस्थान) –302005 या जिला कलेक्टर, जिला सरगुजा (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है :

उपरोक्त उल्लिखित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति –

- (i) संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; अथवा
- (ii) उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्यवाई से हुई या सम्भवतः होने वाली किसी क्षति के लिये अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; अथवा
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिये प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से (iv) में विनिर्दिष्ट मदों की बाबत उपगत

व्यय को उपदर्शित करने के लिये पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा;

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, अपर मुख्य इंजीनियर—ईंधन/उप मुख्य इंजीनियर—ईंधन/उप मुख्य इंजीनियर—कोयला, राजस्थान राज्य विद्युत उत्पादन निगम लिमिटेड, रजिस्ट्रीकृत कार्यालय और मुख्यालय, विद्युत भवन, जनपथ, ज्योति नगर, जयपुर (राजस्थान) -302005 को सुपुर्द करेगा ।

अनुसूची

केंते एक्सटेंशन कोयला ब्लॉक

जिला सरगुजा, राज्य छत्तीसगढ़

[रेखांक संख्या आरवीयूएन/केईटी/सीबीए/4/1, तारीख 18 अप्रैल, 2019]

(क) राजस्व भूमि का विवरण:

क्र.सं.	ग्राम का नाम	ग्राम सं.	पटवारी सर्किल/ हल्का सं.	तहसील	जिला	क्षेत्रफल हेक्टेयर में	टिप्पणियां
1.	केंते	62	25	उदयपुर	सरगुजा	4.212	भाग
2.	बासेन	61	25	उदयपुर		1.059	भाग
3.	चकेरी	122	25	उदयपुर		1.409	भाग
4.	पेरोगिया	70	17	उदयपुर		11.165	भाग
कुल:						17.845	
(क) कुल राजस्व भूमि : 17.845 हेक्टर (लगभग) या 44.095 एकड़ (लगभग)							

(ख) वन भूमि का विवरण

क्र. सं.	वन भूमि का प्रकार	वन सर्किल	वन मंडल और जिला	परिक्षेत्र / तहसील	कंपार्टमेंट सं.	क्षेत्रफल हेक्टेयर में	टिप्पणियां
1.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2003	19.706	भाग
2.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2099	42.784	भाग
3.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2104	234.960	भाग
4.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2105	203.194	भाग
5.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2106	154.543	भाग
6.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2107	176.481	भाग
7.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2108	92.484	भाग
8.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2109	122.478	भाग
9.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2110	43.827	भाग
10.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2111	5.491	भाग
11.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2124	70.959	भाग
12.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2125	78.426	भाग
13.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2126	342.321	पूर्ण
14.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2127	139.621	भाग
15.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2128	1.122	भाग
16.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2130	4.946	भाग
17.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2069	0.152	भाग
18.	संरक्षित वन	सरगुजा	सरगुजा	उदयपुर	पी-2112	8.660	भाग
कुल:						1742.155	
(ख) कुल वन भूमि : 1742.155 हेक्टेयर (लगभग) या 4304.865 एकड़ (लगभग)							

कुल योग (क+ख) = 17.845 हेक्टेयर + 1742.155 हेक्टेयर = 1760.00 हेक्टेयर (लगभग)

या 44.095 एकड़ + 4304.865 एकड़ = 4348.960 एकड़ (लगभग)

Sl. No.	Name of the Village	Village No.	Patwari Circle/ Halka No.	Tahsil	District	Area in hectares	Remarks
1.	Kente	62	25	Udaipur	Surguja	4.212	Part
2.	Basen	61	25	Udaipur		1.059	Part
3.	Chakeri	122	25	Udaipur		1.409	Part
4.	Parogiya	70	17	Udaipur		11.165	Part
Total :						17.845	
(A) Total Revenue land : 17.845 hectares (approximately) or 44.095 acres (approximately)							

(B) Details of Forest Land:

Sl. No.	Type of Forest	Forest Circle	Forest Division and District	Range / Tehsil	Compartment no.	Area in hectares	Remarks
1	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2003	19.706	Part
2	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2099	42.784	Part
3	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2104	234.960	Part
4	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2105	203.194	Part
5	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2106	154.543	Part
6	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2107	176.481	Part
7	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2108	92.484	Part
8	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2109	122.478	Part
9	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2110	43.827	Part
10	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2111	5.491	Part
11	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2124	70.959	Part
12	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2125	78.426	Part
13	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2126	342.321	Full
14	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2127	139.621	Part
15	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2128	1.122	Part
16	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2130	4.946	Part
17	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2069	0.152	Part
18	Protected Forest	Surguja Circle, Ambikapur	Surguja	Udaipur	P-2112	8.660	Part
			Total :			1742.155	
(B) Total Forest Land : 1742.155 hectares (approximately)							
or							
4304.865 acres (approximately)							
Grand Total (A+B): Revenue land + Forest Land =							
17.845 hectares+1742.155 hectares =1760.00 hectares(approximately)							
or 44.095 acres + 4304.865 acres = 4348.960 acres (approximately)							

Boundary Description:

3-6 : Line starts from point '3' in Basen village and meets at point '6' in the middle of the Chakeri village.

6-5: Line starts from point '6' in the middle of the Chakeri village and meets at point '5' in the middle of Parogia village.

5-2: Line starts from point '5' in the middle of Parogia village and meets at point '2' in Parogia village.

2-3: Line starts from point '2' in Parogia village and meets at point '3' in Basen village.

[F. No. 43015/8/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 26 जून, 2019

का.आ. 1136.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 13 अक्तूबर, 2018 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1469, तारीख 10 अक्तूबर, 2018 के प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), में या उस पर के सभी अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए हैं;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि सेंट्रल कोलफील्ड्स लिमिटेड, दरभंगा हाउस, रांची-834 001, झारखंड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का जिन्हें केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, तारीख 13 अक्तूबर, 2018 से निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात:-

- (1) सरकारी कंपनी उक्त अधिनियम के उपबंधों और अन्य सुसंगत विधियों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों आदि से संबंधित और वैसी ही मदों की बाबत सभी संदाय करेगी ;
- (2) सरकारी कंपनी द्वारा शर्त (1) के अधीन, संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और उक्त अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार, निहित उक्त भूमियों में या उस पर के अधिकारों के लिए या उनके संबंध में अपील आदि विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर पूर्वोक्त अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कंपनी के पास केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में इस प्रकार निहित पूर्वोक्त अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिये जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/15/2014-एलए एण्ड आईआर/खंड II]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 26th June, 2019

S.O. 1136.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 1469, dated the 10th October, 2018, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 13th October, 2018 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all the rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the Central Coalfields Limited, Darbhanga House, Ranchi-834 001, Jharkhand (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the power conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that all the rights in or over the said land so vested, shall with effect from the 13th October, 2018, instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:-

- (1) the Government company shall make all payments in respect of compensation, interest, damages, etc. and the like, as determined under the provisions of the said Act and other relevant laws;
- (2) a Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with such Tribunal and persons appointed to assist the Tribunal including all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights in or over the said land, so vested, shall also be borne by the Government company;
- (3) the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the aforesaid rights in or over the said land so vested;
- (4) the Government company shall have no power to transfer the aforesaid rights in the said land so vested, to any other person without the prior approval of the Central Government; and
- (5) the Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[F. No. 43015/ 15/ 2014 – LA & IR/Vol.II]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 26 जून, 2019

का.आ. 1137.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, उक्त अनुसूची में वर्णित क्षेत्र में अंतर्विष्ट ब्योरि रेखांक संख्या सी- 1(ई)III/एफआर/946-0419, तारीख 17 अप्रैल, 2019 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक, खोज प्रभाग, केन्द्रीय खान योजना और डिजाइन संस्थान लिमिटेड, गोंडवाना पैलेस, कांके रोड, रांची - 834 001 के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या जिला कलेक्टर, जिला नागपुर, महाराष्ट्र के कार्यालय में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

उपरोक्त उल्लिखित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, -

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; अथवा
- (iii) उक्त अधिनियम की पूर्वोक्त अनुज्ञप्तियों के प्रभावहीन होने के संबंध में धारा 13 की उप-धारा (1) के अधीन या खनन पट्टे प्रभावहीन होने के लिए उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबद् उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर क्षेत्र, डाकघर जरीपटिका, तहसील नागपुर, जिला नागपुर, महाराष्ट्र या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेज सकेगा ।

अनुसूची

भानेगांव ओपनकास्ट माईन (फेज - III)

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

(रेखांक संख्या सी-1(ई)III/एफआर/946- 0419, तारीख 17 अप्रैल, 2019)

सभी अधिकार :

भाग - I

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टर में) (लगभग)			कुल क्षेत्रफल	टिप्पणी
					निजी	सरकारी	वन		
1	भानेगांव	54	सावनेर	नागपुर	43.69	1.46	0.00	45.15	भाग
2	बीना	16ए	कामठी	नागपुर	166.04	30.36	6.70	203.10	भाग
कुल :-					209.73	31.82	6.70	248.25	-

कुल क्षेत्र :- 248.25 हेक्टर (लगभग)

या 613.426 एकड़ (लगभग)

भाग - II

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टर में) (लगभग)			कुल क्षेत्रफल	टिप्पणी
					निजी	सरकारी	वन		
1	भानेगांव	54	सावनेर	नागपुर	1.95	5.13	0.00	7.08	भाग
कुल :-					1.95	5.13	0.00	7.08	-

कुल क्षेत्र :- 7.08 हेक्टर (लगभग)

या 17.49 एकड़ (लगभग)

भाग -I + भाग - II = कुल क्षेत्र

248.25 हेक्टर + 7.08 हेक्टर = 255.33 हेक्टर (लगभग)

या 613.426 एकड़ + 17.49 एकड़ = 630.92 एकड़ (लगभग)

भाग - I

- ग्राम बीना में अर्जित किए जाने वाले प्लॉट संख्यांक : 1, 2, 3, 28, 29, 33, 34, 35/1, 37, 38, 40, 41, 44/अ-44/ब, 45, 46, 47, 48, 49, 50, 51, 52/1- 52/2, 70/अ/1- 70/अ/3-70/ब, 71/1- 71/क, 74/1- 74/3- 74/4, 75/1- 75/3, 76, 77/1- 77/3- 77/4, 78/अ- 78/ब, 84/1- 84/2- 84/3- 84/4/पैकी/1- 84/4/पैकी/2- 84/4/पैकी/3, 85, 95, 96, 97/1- 97/2, 98, 99/1- 99/2- 99/3, 100, 101/अ/1- 101/अ/2- 101/ब, 102, 103, 104, 105/1- 105/2- 105/2/पैकी- 105/3, 106, 107/1- 107/3, 108/1- 108/3, 109, 110, 111/1- 111/2, 112/1/अ- 112/1/ब- 112/1/क- 112/3- 112/5, 113, 114/1- 114/2- 114/3- 114/4/1- 114/4/2, 115, 116, 117/1- 117/3, 118/1- 118/3, 119/1- 119/3, 120, 121/1- 121/2, 123/1- 123/2, 124, 125/1- 125/2- 125/3, 126, 127/1- 127/3, 128/1- 128/3, 129, 130/1- 130/2- 130/3, 131, 132/1/1- 132/1/2- 132/1/3- 132/3- 132/4- 132/5, 191, 192, 193, 194, 35/2, 70/अ/2, 71/2, 72, 73, 74/2- 74/पैकी, 75/2, 77/2, 107/2, 108/2, 112/2- 112/4, 117/2, 118/2, 119/2, 127/2, 128/2, 132/2, 36, 122, 190, सड़क, नाला, आबादी ।
- ग्राम भानेगांव में अर्जित किए जाने वाले प्लॉट संख्यांक : 74, 84/1- 84/2, 85/1, 86/1- 86/2- 86/3- 86/4, 87/1- 87/2- 87/3, 88, 89, 90/1/अ- 90/1/ब- 90/2/अ- 90/2/ब-, 91/1- 91/2, 92, 93/1- 93/2, 94/1/अ- 94/1/ब- 94/2- 94/3, 95/1- 95/1/अ- 95/2, 96/1- 96/2/अ- 96/2/ब- 96/3- 96/4- 96/5, 102/1- 102/2, सड़क ।

भाग - II

ग्राम भानेगांव में अर्जित किए जाने वाले प्लॉट संख्यांक : 242, 243, सड़क, आबादी ।

सीमा वर्णन :

भाग - I

क - ख : रेखा ग्राम भानेगांव में बिन्दु 'क' से भानेगांव-बीना मार्ग के पश्चिम किनारे से एवं प्लॉट संख्या 74 के दक्षिण दिशा से आरंभ होती है और उत्तर दिशा में जाती है तथा प्लॉट संख्या 74 की बाह्य सीमा से होती हुई कच्ची सड़क को पार करती है तद्पश्चात् रेखा उत्तर-पूर्व दिशा में प्लॉट संख्यांक 86, 85/1 और 84 की बाह्य सीमा एवं भानेगांव खुली खदान के लिये पूर्व में अधिग्रहित भूमि की बाह्य सीमा से होती हुई ग्राम भानेगांव एवं ग्राम बीना की सम्मिलित सीमा पर बिन्दु 'ख' पर मिलती है ।

- ख - ग : रेखा बिन्दु 'ख' से आरंभ होती है तथा ग्राम बीना में प्रवेश करती है एवं उत्तर-पूर्व दिशा में भानेगांव खुली खदान के लिये पूर्व में अधिग्रहित भूमि की बाह्य सीमा तथा प्लॉट संख्यांक 130, 131, 132 और 126 की बाह्य सीमा से होकर गुजरती है तदपश्चात् पादचारी मार्ग को पार करती है और रेखा भानेगांव खुली खदान पहुंचने वाली कच्ची सड़क की पश्चिम दिशा से होती हुई प्लॉट संख्या 190 के समीप भानेगांव खुली खदान पहुंचने वाली कच्ची सड़क के पश्चिमि छोर पर बिन्दु 'ग' पर मिलती है।
- ग - घ : रेखा ग्राम बीना में बिन्दु 'ग' से आरंभ होती है एवं पूर्व दिशा में भानेगांव खुली खदान के लिये पहले से अधिग्रहित भूमि की बाह्य सीमा एवं प्लॉट संख्यांक 190, 192, 193, 3 और 2 की बाह्य सीमा से होकर गुजरती है और कच्ची सड़क को पार करती हुई कच्ची सड़क के पूर्वी किनारे से होती हुई भानेगांव खुली खदान के लिये पूर्व में अधिग्रहित भूमि की बाह्य सीमा के साथ-साथ जाती है और दक्षिण-पूर्व दिशा में भानेगांव खुली खदान के लिये पूर्व में अधिग्रहित भूमि की बाह्य सीमा एवं प्लॉट संख्या 33 की बाह्य सीमा से होकर गुजरती है और बिन्दु 'घ' पर मिलती है।
- घ - ड. : रेखा बिन्दु 'घ' से आरंभ होती है और दक्षिण-पूर्व दिशा में कच्ची सड़क को पार करती है तदपश्चात् रेखा एक अन्य कच्ची सड़क के पूर्वी बाह्य किनारे तथा भानेगांव खुली खदान के लिए पूर्व में अधिग्रहित भूमि की बाह्य सीमा के साथ-साथ होती हुई जाती है और प्लॉट संख्या 37 के समीप कच्ची सड़क के संगम पर बिन्दु 'ड.' पर मिलती है।
- ड. - च : रेखा ग्राम भानेगांव में बिन्दु 'ड.' से आरंभ होती है और उत्तर-पूर्व दिशा में कच्ची सड़क के पश्चिमि किनारे, भानेगांव खुली खदान के लिये पूर्व में अधिग्रहित भूमि की सीमा एवं प्लॉट संख्यांक 40, 29 और 28 की बाह्य सीमा के साथ-साथ होती हुई जाती है और कन्हान नदी के पश्चिमी किनारे एवं बीना संगम मंदिर के पास बिन्दु 'च' पर मिलती है।
- च - छ : रेखा कन्हान नदी के पश्चिमी किनारे एवं बीना संगम मंदिर के पास बिन्दु 'च' से आरंभ होती है और दक्षिण दिशा में प्लॉट संख्यांक 28, 29, 40 और 41 की बाह्य सीमा से होकर गुजरती है और पश्चिमी दिशा में प्लॉट संख्या 41 की बाह्य सीमा से जाती है तदपश्चात् रेखा दक्षिण-पूर्व दिशा में प्लॉट संख्यांक 48, 47, 46, 45 और 44 की बाह्य सीमा के साथ-साथ होती हुई जाती है और पुनः कन्हान नदी के पश्चिमी किनारे को छूती है तदपश्चात् रेखा दक्षिण-पूर्व दिशा में कन्हान नदी के पश्चिमी किनारे तथा प्लॉट संख्या 44 की बाह्य सीमा से होती हुई जाती है और नाला पार करती है, रेखा पुनः दक्षिण-पूर्व दिशा में कन्हान नदी के पश्चिमी किनारे तथा प्लॉट संख्यांक 50 और 52 की बाह्य सीमा से होती हुई कन्हान नदी के पश्चिमि किनारे पर बिन्दु 'छ' पर मिलती है।
- छ - ज : रेखा कन्हान नदी के पश्चिमी किनारे पर बिन्दु 'छ' से आरंभ होती है और पश्चिम दिशा में प्लॉट संख्या 52 की बाह्य सीमा से होकर गुजरती है और बीना गांवठान के दक्षिण-पूर्व किनारे को छूते हुए उत्तर-पश्चिम दिशा में बीना गांवठान की दक्षिणी सीमा से होती हुई प्लॉट संख्या 70 के पास बिन्दु 'ज' पर मिलती है।
- ज - झ : रेखा बिन्दु 'ज' से आरंभ होती है और दक्षिण दिशा में प्लॉट संख्यांक 70, 75 और 77 की बाह्य सीमा से होती हुई जाती है तदपश्चात् रेखा दक्षिण दिशा में नाले के पूर्वी किनारे से होती हुई जाती है और नाला पार करती है तदपश्चात् रेखा पश्चिम दिशा में प्लॉट संख्या 78ब की बाह्य सीमा से होकर गुजरती है और बिन्दु 'झ' पर मिलती है।
- झ - ञ : रेखा बिन्दु 'झ' से आरंभ होती है और दक्षिण दिशा में प्लॉट संख्या 78 ब की बाह्य सीमा से होती हुई जाती है और नाला पार करती है बाद में रेखा फिर से दक्षिण-पश्चिम दिशा में प्लॉट संख्यांक 84 और 85 की बाह्य सीमा से होती हुई जाती है और कोलार नदी के उत्तरी किनारे पर बिन्दु 'ञ' पर मिलती है।
- ञ - ट : रेखा कोलार नदी के उत्तरी किनारे पर बिन्दु 'ञ' से आरंभ होती है और दक्षिण-पश्चिम दिशा में कोलार नदी के उत्तरी किनारे एवं प्लॉट संख्यांक 85, 95 और 97 की बाह्य सीमा से होकर गुजरती है और ग्राम बीना में कोलार नदी के उत्तरी किनारे पर बिन्दु 'ट' पर मिलती है।

- ट - ठ : रेखा ग्राम बीना में कोलार नदी के उत्तरी किनारे पर बिन्दु 'ट' से आरंभ होती है और उत्तर-पश्चिम दिशा में कोलार नदी के पश्चिमी किनारे एवं प्लॉट संख्यांक 98, 99 और 101 व की बाह्य सीमा से होकर गुजरती है और ग्राम बीना एवं ग्राम भानेगांव की सम्मिलित सीमा को पार करती है और ग्राम भानेगांव में प्रवेश करती है तदपश्चात् रेखा पश्चिम दिशा में कोलार नदी की उत्तरी सीमा एवं प्लॉट संख्यांक 93 और 94 की बाह्य सीमा के साथ-साथ होती हुई जाती है और प्लॉट संख्या 97 के पास कोलार नदी पर बिन्दु 'ठ' पर मिलती है।
- ठ - ड : रेखा उत्तरी दिशा के पास कोलार नदी पर बिन्दु 'ठ' से आरंभ होती है और उत्तर दिशा में प्लॉट संख्या 94 की बाह्य सीमा से होकर गुजरती है और ग्राम भानेगांव में प्लॉट संख्यांक 94 और 96 की सम्मिलित सीमा पर बिन्दु 'ड' पर मिलती है।
- ड - क : रेखा ग्राम भानेगांव में प्लॉट संख्यांक 94 और 96 की सम्मिलित सीमा पर बिन्दु 'ड' से आरंभ होती है और उत्तर-पश्चिम दिशा में प्लॉट संख्यांक 96 और 102 की बाह्य सीमा से होती हुई जाती है और भानेगांव-बीना मार्ग के दक्षिण किनारे को छूती है तदपश्चात् रेखा दक्षिण-पश्चिम दिशा की ओर जाती है और भानेगांव-बीना मार्ग को पार करती है और भानेगांव-बीना मार्ग के पश्चिमी किनारे से प्लॉट संख्या 74 के दक्षिण दिशा पर आरंभिक बिन्दु 'क' पर समाप्त होती है।

भाग - II

- ढ - ण : रेखा ग्राम भानेगांव में बिन्दु 'ढ' से आरंभ होती है और कन्हान नदी के दक्षिणी किनारे एवं प्लॉट संख्यांक 242 और 243 की बाह्य सीमा से होकर भानेगांव गांवठान को छूते हुए जाती है और प्लॉट संख्या 243 की उत्तरी सीमा पर बिन्दु 'ण' पर मिलती है।
- ण - त : रेखा बिन्दु 'ण' से आरंभ होती है और उत्तर-पूर्व दिशा में पुराने भानेगांव गांवठान की बाह्य सीमा एवं कन्हान नदी के दक्षिणी किनारे के साथ-साथ होती हुई जाती है और पुराने भानेगांव गांवठान के उत्तर-पूर्व कोने पर बिन्दु 'त' पर मिलती है।
- त - थ : रेखा बिन्दु 'त' से आरंभ होती है और दक्षिण-पश्चिम दिशा में पुराने भानेगांव गांवठान की दक्षिण-पूर्वी बाह्य सीमा एवं भानेगांव खुली खदान के लिये अधिग्रहित की गई भूमि की बाह्य सीमा के साथ-साथ होती हुई जाती है और कच्ची सड़क के पूर्वी किनारे पर बिन्दु 'थ' पर मिलती है।
- थ - ढ : रेखा बिन्दु 'थ' से आरंभ होती है और उत्तर दिशा में कच्ची सड़क के पूर्वी किनारे तथा भानेगांव गांवठान एवं प्लॉट संख्या 242 की पश्चिमी बाह्य सीमा के साथ-साथ होती हुई जाती है और कन्हान नदी के दक्षिणी किनारे के पास आरंभिक बिन्दु 'ढ' पर मिलती है।

[फा. सं. 43015/10/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 26th June, 2019

S. O. 1137.—Whereas, it appears to the Central Government that coal is likely to be obtained from the lands in the locality described in the Schedule annexed hereto;

And Whereas, the plan bearing number C-1(E)III/FR/946- 0419, dated the 17th April, 2019, containing the details of the areas described in the said Schedule may be inspected at the office of the Western Coalfields limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) or at the office of the Chief General Manager, Exploration Division, Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi – 834 001 or at the office of the Coal Controller, 1, Council House Street, Kolkata – 700001 or at the office of the District Collector, District Nagpur-440 001 (Maharashtra) .

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the lands described in the said Schedule.

Any persons interested in the land described in the above mentioned Schedule, may –

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any

action taken under sub-section (3) of section 4 of the said Act ; or

- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clause (i) to clause (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Area General Manager, Western Coalfields Limited, Nagpur Area, , Post Office Jaripatka, Tahsil Nagpur, District Nagpur, Maharashtra or General Manager, Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001, Maharashtra within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Bhanegaon Opencast Mine (Phase III)

Nagpur Area

District Nagpur (Maharashtra)

[Plan bearing number C-1(E)III/FR/946- 0419, dated the 17th April, 2019]

All Rights :

Part - I

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area (in hectares) (approximately)			Total	Remarks
					Tenancy	Government	Forest		
1.	Bhanegaon	54	Saoner	Nagpur	43.69	1.46	0.00	45.15	Part
2.	Bina	16A	Kamptee	Nagpur	166.04	30.36	6.70	203.10	Part
Total :					209.73	31.82	6.70	248.25	

Total area : 248.25 hectares (approximately)
or 613.426 acres (approximately)

Part - II

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Area (in hectares) (approximately)			Total	Remarks
					Tenancy	Government	Forest		
1	Bhanegaon	54	Saoner	Nagpur	1.95	5.13	0.00	7.08	Part
Total :					1.95	5.13	0.00	7.08	

Total area : 7.08 hectares (approximately)
or 17.49 acres (approximately)

Part – I	+	Part – II	= Total area
248.25 hectares	+	7.08 hectares	= 255.33 hectares (approximately)
or 613.426 acres	+	17.49 acres	= 630.92 acres (approximately)

Part – I

- Plot numbers to be acquired in village Bina: 1, 2, 3, 28, 29, 33, 34, 35/1, 37, 38, 40, 41, 44/A- 44/B, 45, 46, 47, 48, 49, 50, 51, 52/1- 52/2, 70/A/1- 70/A/3-70/B, 71/1- 71/C, 74/1- 74/3- 74/4, 75/1- 75/3, 76, 77/1- 77/3- 77/4, 78/A- 78/B, 84/1- 84/2- 84/3- 84/4/Paika/1- 84/4/Paika/2- 84/4/Paika/3, 85, 95, 96, 97/1- 97/2, 98, 99/1- 99/2- 99/3, 100, 101/A/1- 101/A/2- 101/B, 102, 103, 104, 105/1- 105/2- 105/2/Paika- 105/3, 106, 107/1- 107/3, 108/1- 108/3, 109, 110, 111/1- 111/2, 112/1/A- 112/1/B- 112/1/C- 112/3- 112/5, 113, 114/1- 114/2- 114/3- 114/4/1- 114/4/2, 115, 116, 117/1- 117/3, 118/1- 118/3, 119/1- 119/3, 120, 121/1- 121/2, 123/1- 123/2, 124, 125/1- 125/2- 125/3, 126, 127/1- 127/3, 128/1- 128/3, 129, 130/1- 130/2- 130/3, 131, 132/1/1- 132/1/2- 132/1/3- 132/3- 132/4- 132/5, 191, 192, 193, 194, 35/2, 70/A/2, 71/2, 72, 73, 74/2- 74/Paika, 75/2, 77/2, 107/2, 108/2, 112/2- 112/4, 117/2, 118/2, 119/2, 127/2, 128/2, 132/2, 36, 122, 190 Road, Nallah, Aabadi.
- Plot numbers to be acquired in village Bhanegaon : 74, 84/1- 84/2, 85/1, 86/1- 86/2- 86/3- 86/4, 87/1- 87/2- 87/3, 88, 89, 90/1/A- 90/1/B- 90/2/A- 90/2/B-, 91/1- 91/2, 92, 93/1- 93/2, 94/1/A- 94/1/B- 94/2- 94/3, 95/1-

95/1/A- 95/2, 96/1- 96/2/A- 96/2/B- 96/3- 96/4- 96/5, 102/1- 102/2, Road.

Part - II

Plot numbers to be acquired in village Bhanegaon : 242, 243, Road, Aabadi.

Boundary description:

Part - I

- A – B : Line starts from Point 'A' in village Bhanegaon at the western side of Bhanegaon-Bina Road and on the Southern Side of Khasra number 74, then passes towards North direction along the outer boundary of Khasra number 74, crosses Kachha Road, then passes towards North-Eastern direction along the outer boundary of Khasra numbers 86, 85/1 and 84, as well as along the outer boundary of land already acquired for Bhanegaon Opencast Mine and meets at Point 'B' on the common village boundary of village Bhanegaon and village Bina.
- B – C : Line starts from Point 'B' enters in village Bina, the passes towards North-Eastern direction along the outer boundary of land already acquired for Bhanegaon Opencast Mine as well as outer boundary of Khasra Numbers 130, 131, 132 and 126, then crosses Pandhan Road and travels along the Western side of mine approach Kaccha (Pandhan) Road and meets at Point 'C' on the western side of mine approach Kaccha Road near Plot number 190.
- C – D : Line starts from Point 'C' in village Bina, then passes towards East direction along the outer boundary of land already acquired for Bhanegaon OC Mine as well as along the outer boundary of Plot numbers 190, 192, 193, 3 and 2, then crosses Kaccha Road and passes along the Eastern side of Kaccha Road as well as outer boundary of land already acquired for Bhanegaon Opencast Mine and passes towards South-East direction along the outer boundary of land already acquired for Bhanegaon Opencast Mine as well as outer boundary of Plot number 33 and meets at Point 'D' at the North bank of Nallah.
- D – E : Line starts from Point 'D' and passes towards South-East direction crosses Kaccha Road and travels along the Eastern side of the another Kaccha Road as well as along the boundary of land already acquired for Bhanegaon Opencast Mine in the South direction and meets at Point 'E' at the Junction Point of the Kaccha Roads near Plot number 37.
- E – F : Line starts from Point 'E' passes towards North-East direction first along the Western side of the Kaccha Road as well as boundary of the land already acquired for Bhanegaon Opencast Mine then line passes towards North direction along the outer boundary of land already acquired for Bhanegaon Opencast Mine as well as along the outer boundary of Plot numbers 40, 29 and 28 and meets at Point 'F' on the Western Bank of the Kanhan River.
- F – G : Line starts from Point 'F' at the Western Bank of the Kanhan River near Sangam Temple passes towards South direction first along the outer boundary of Plot numbers 28, 29, 40 and 41 then passes towards Western direction along the outer boundary of Khasra number 41, after that line passes towards South-East direction along the outer boundary of Plot numbers 48, 47, 46, 45 and 44 and touches Western Bank of the Kanhan River again, then line passes towards South-East direction along the Western Bank of the Kanhan River as well as along the outer boundary of the Plot number 44, crosses Nallah again passes towards South-East direction along the Western Bank of Kanhan River as well as along the outer boundary of Plot numbers 50 and 52 and meets at Point 'G' on the Western Bank of the Kanhan River.
- G – H : Line starts from Point 'G' on the Western Bank of Kanhan River passes towards West direction first along the outer boundary of Plot number 52, touches South-East corner of Bina Gaothan passes towards North-West direction along the Southern boundary of Bina Gaothan and meets at Point 'H' near Plot number 70.
- H – I : Line starts from Point 'H' travels along the Southern direction along the outer boundary of Plot Numbers 70, 75 and 77 then passes towards South direction along the East Bank of Nallah, crosses Nallah then travels towards West direction along the outer boundary of Plot number 78/B and meets at Point 'I'.
- I – J : Line starts from Point 'I' passes towards South direction along the outer boundary of Plot number 78/B crosses Nallah and passes along the South direction along the outer boundary of Plot numbers 84 and 85 and meets at Point 'J' on the North Bank of Kolar River.
- J – K : Line starts from Point 'J' passes towards South-West direction along the North boundary of the Kolar River as well as along the outer boundary of Plot numbers 85, 95 and 97 and meets at Point 'K' in Village Bina on the North Bank of the Kolar River.
- K – L : Line starts from Point 'K' on the North Bank of the Kolar River in village Bina travel towards North-West direction along the North Bank of the Kolar River as well as outer boundary of Plot Numbers 98, 99 and 101/B, crosses common village boundary of village Bina and village Bhanegaon enters in Bhanegaon village and passes towards West direction along the North boundary of Kolar River as well as along the outer boundary of Plot numbers 93 and 94 and meets at Point 'L' on the North Bank of the Kolar River near Plot Number 97.

- L – M : Line starts from Point 'L' on the North Bank of the Kolar River passes North direction along the outer boundary of Plot number 94 and meets at Point 'M' at the common boundary of Plot Number 94 and Plot number 96 in Bhanegaon village.
- M – A : Line starts from Point 'M' at the common boundary of Plot number 94 and Plot number 96 in Bhanegaon village and passes towards North-West direction along with outer boundary of Plot numbers 96 and 102 and touches Bhanegaon-Bina Road and passes towards South-West direction along with Southern side of Bhanegaon-Bina Road and crosses the Road and meets at starting Point 'A' in village Bhanegaon at the Western side of Bhanegaon-Bina Road and on the Southern side of Plot number 74.

Part – II

- N – O : Line starts from Point 'N' in village Bhanegaon travels along Southern boundary of Kanhan River as well as outer boundary of Plot numbers 242 and 243 touches Bhanegaon Gaothan at Point 'O' on Northern boundary of Plot number 243.
- O – P : Line starts from Point 'O' and travels towards North-East direction along the outer boundary of Old Bhanegaon Gaothan and Southern Bank of Kanhan River and meets at Point 'P' on the North-East corner of Old Bhanegaon Gaothan.
- P – Q : Line starts from Point 'P' and travels towards South-West direction along the East and South outer boundary Old Bhanegaon Gaothan as well as along the outer boundary of land already acquired for Bhanegaon Opencast Mine and meets at Point 'Q' on the East side of Kaccha Road.
- Q – N : Line starts from Point 'Q' and travels towards North direction along the Eastern side of Kaccha Road as well as along the Western boundary of Bhanegaon Gaothan and Plot number 242 and meets at the starting Point 'N' on the Southern Bank of Kanhan River.

[F. No. 43015/10/2019-LA&IR]

RAM SHIROMANI SAROJ , Dy. Secy.

वस्त्र मंत्रालय

नई दिल्ली, 24 जून, 2019

का.आ. 1138.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय, जिसके 80% से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

**बुनकर सेवा केंद्र, विकास आयुक्त (हथकरघा) का कार्यालय,
इंदौर (मध्य प्रदेश)- 452015**

[सं. ई-11016/1/2015-हिंदी]

निहार रंजन दाश, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 24th June, 2019

S.O. 1138.—In pursuance of sub-rule (4) of Rule 10 of Official Languages (Use for the official purpose of the union) Rules, 1976, the Central Government, hereby notifies the following office of the Ministry of Textiles, more than 80% staff whereof have acquired working knowledge of Hindi:

**Weavers Service Centre, O/o Development Commissioner (Handlooms),
Indore, Madhya Pradesh- 452015**

[No. E-11016/1/2015-Hindi]

NIHAR RANJAN DASH, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 17 जून, 2019

का. आ. 1139.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मेनन और पाई प्रमुख RED, भारतीय दुर्लभ पृथ्वी लिमिटेड, उद्योग मंडल, केरल-, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 21/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.04.19 को प्राप्त हुए थे।

[सं. एल- 42011/73/2017-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 17th June, 2019

S.O. 1139.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2017) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulam, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Secretary, Indian Rare Earth Employees Union, Udyogamandal, Kerala. and others, and their workmen which were received by the Central Government on 09.04.19.

[No. L-42011/73/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM****Present:** Shri.V.Vijaya Kumar, B.Sc., LLM, Presiding Officer(Friday the 22nd day of March, 2019)**ID 21/2017**

Union : The General Secretary,
Indian Rare Earth Employees Union,
Udyogamandal,
Kerala-683 501.

Management : By V.N.Sathisan
The Head RED,
Indian Rare Earths Ltd.,
Udyogamandal,
Kerala-683 501

By M/s. Menon & Pai

This case coming up for final hearing on 22.03.2019 and this Tribunal-cum-Labour Court passed the following on the same day,

AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, the Government of India/Ministry of Labour by its order No.L-42011/73/2017-IR(DU) dated 03.07.2017 referred the following Industrial dispute to this Tribunal for adjudication.

2. The dispute is:

“Having agreed to the terms and conditions of the settlement and while receiving the benefits extended by the Management from time to time, including the promotions as per company transfer policy, the act of the Union in raising this type of dispute is frivolous, vexatious and uncalled for, hence, this case is fit for reference”

3. Both the Union and the Management entered appearance.
4. Shri. V.N.Sathisan, General Secretary of the Union filed a Memo dated 11.03.2019 informing that the issues raised in this dispute are settled between the Union and Management through a Memorandum of settlement dated 27th September 2017 and hence the Union may be permitted to withdraw the dispute.
5. Since the dispute is settled out of Court between parties the same is dismissed as withdrawn.
6. Hence an award is passed dismissing the dispute as withdrawn. Memo dated 11.03.2019 filed by the Union will form part of this award.

The award will come into force one month after its publication in the official Gazette.

Dictated to the Assistant, transcribed and typed by him and passed by me on this 22nd day of March 2019.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Union : Memo dated 11.03.2019

Management : Nil

ID No. 21 of 2017

Union :

General Secretary, Indian Rare Earths Employees Union (CITU)
Udyogamandal, Kerala – 683 501.

Vs.

Management :

The Head RED, Indian Rare Earths Limited,
Udyogamandal, Kerala – 683 501.

MEMO FILED BY THE REPRESENTATIVE FOR THE UNION

I am the General Secretary of Indian Rare Earths Employees Union (CITU) representing the Union in the above dispute. It is respectfully submitted that the above dispute was settled between the Management and the Union. The Memorandum of Settlement was entered between the parties on 27th September, 2017. Hence, in the light of the settlement arrived between parties in the present dispute, the Hon'ble Tribunal may be pleased to permit the Union to withdraw the above dispute.

Dated this the 11th day of March, 2019.

V.N. SATHISAN, Representative of the Union

General Secretary

IRE Employees Union (CITU)

नई दिल्ली, 17 जून, 2019

का. आ. 1140.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स निदेशक, सेंट्रल सिट्रस रिसर्च इंस्टीट्यूट, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या 05/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.19 को प्राप्त हुए थे।

[सं. एल- 42011/16/2018-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1140.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2018) of the Central Government Industrial Tribunal-cum -Labour Court Nagpur,, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Central Citrus Research Institute, Nagpur and others, and their workmen which were received by the Central Government on 11.06.19.

[No. L-42011/16/2018-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR****Case No.CGIT/NGP/05/2018-19**

Date: 21.05.2019

Party No.1 : The Director,
Central Citrus Research Institute,
Amravati Road, Nagpur,
Nagpur – 440023.

Versus

Party No.2 : The Secretary,
Rashtriya Anusandhan Kendra Workers Union,
Plot No. 73, Aadivashi Laayour,
Kanchimet Naka No. 10,
Amravati Road, Nagpur – 440023.

AWARD(Dated: 21st May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Central Citrus Research Institute and their union, Rashtriya Anusandhan Kendra Workers Union for adjudication, as per letter **No.L-42011/16/2018 IR (DU) dated 28.03.2018**, with the following schedule:-

“Whether the contract workers of the establishment of Central Citrus Research Institute, Nagpur are performing perennial nature of jobs of the same or similar kind at par with the workman directly employed by the management of the said establishment? If yes, whether the demand of the union concerned regarding payment of wages of equal pay for equal work and granting permanent status to the contract workmen are legal and justified? If not, what relief to the contract workmen of the establishment of Central Citrus Research Institute, Nagpur?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due fixing the date on 23.05.2018. On that day, Shri Namdev Bhiwgade, Secretary of the union, was present and filed an application for time to file statement of claim. On 18.09.2018, Smt. Rajashree Waikar, advocate filed vakalatnama on behalf of the union, but no statement of claim was filed. Nobody has been appearing on behalf of the management from the beginning even after service of the notice(A.D received by this Tribunal). On 04.02.2019, both parties were absent and a last chance was given to file the statement of claim, fixing the date on 10.04.2019, but on that day also, both the parties were absent and no statement of claim was filed till date. It shows that, parties are not interested to proceed further with this reference. So, case is closed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1141.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 56/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुए थे।

[सं. एल- 42011/193/2017-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1141.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2017) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, National Thermal Power Co. Ltd, Nagpur and others, and their workmen which were received by the Central Government on 11.06.2019.

[No. L-42011/193/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/56/2017-18

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Praakalp Mazdoor Sangh,
House of shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD

(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd.(Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prakalp Mazdoor Sangh for adjudication, as per letter **No. L-42011/193/2017 (IR (DU) dated 12.03.2018**, with the following schedule:-

- i. Whether Shri Shankar Narayanji dhande can be considered as workmen, as defined under ID Act, in absence of any supporting document produced by them?

- ii. If yes, whether their oral termination by the petty contractor working with GM, Forest Development corporation of Maharashtra Limited (FDCM) at National Thermal Power Corporation Limited (NTPC) (principal employer) on 22.07.2016 was legal and justified? If not, what relief is these workmen being represented by the Presidentk Mouda Vij Prkalp Mazdoor Sangh, entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1142.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स रबंध निदेशक, एयर इंडिया सैट्स एयरपोर्ट सर्विस प्रा. लिमिटेड तिरुवनंतपुरम केरल-, और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 24/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.05.19 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1142 .—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2014) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulam, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Air India Sats Airport Service Pvt. Ltd. Thiruvananthapuram & Others, and their workmen which were received by the Central Government on 07.05.19.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri.V.Vijaya Kumar, B.Sc., LLM, Presiding Officer

(Thursday the 25th day of April, 2019)

ID 24/2014

Union : Shri. Mevalal.R,
TC.31/1757, Devi Nagar,
Vallakkadam,
Thiruvananthapuram-685 008.

Management : By Adv. N.Nagaresh
1. The Managing Director,
Air India Sats Airport Service Pvt. Ltd.,

Janvilla Lane, Sasthamangalam P.O.,
Thiruvananthapuram-695 010.

By Adv. R.Lakshmana Iyer

2. The HR-Executive,
Air India Sats Airport Service Pvt. Ltd.,
Janvilla Lane, Sasthamangalam P.O.,
Thiruvananthapuram-695 010.

By Adv. R.Lakshmana Iyer

This case coming up for final hearing on 25.04.2019 and this Tribunal-cum-Labour Court passed the following on the same day.

AWARD

This is an industrial dispute raised by the workman under Section 2A (2) and (3) of Industrial Dispute Act, 1947.

1. According to the workman he was illegally terminated by the Management 1 and 2. He was appointed as Ramp/Cabin appearance Handyman by the Management on 01.06.2011. He joined a trade union and the same was not well received by the Management. He attended a function during duty hours on 08.02.2014 with permission and consumed some beer. On return to his duty the CISF official stopped him and took an undertaking to the effect that he will not repeat the mistake in future. On the basis of the report by CISF he was terminated from service on 25.02.2013 without any domestic enquiry and show case notice. Hence he prayed that an award may be passed declaring his termination illegal and holding that he is entitled to be reinstated in service with all consequential benefit.

2. Management 1 and 2 filed written statement stating that the termination of workman is fully in accordance with his terms of appointment and is legal. The workman was appointed for a 3 year period. The Management clarified that the incident alleged by the workman happened on 08.02.2013 and not on 08.02.2014. They also denied the averment that the workman went out of the office during duty time with the permission of the Team Leader. Considering the seriousness of the charge, the workman was kept under suspension vide order dated 11.02.2013, and later terminated his service. No enquiry was conducted as the admission of guilt by the workman was unambiguous and clear.

3. After completion of pleadings the matter was being posted for the evidence of the workman from 21.12.2015. More than 18 opportunities were given to the workman spread over a period of 3 years to come forward and adduce evidence. On 20.02.2019 the Counsel for the workman submitted that there is no response from the Workman. However a final chance was given on 03.04.2019. The Counsel for the workman submitted that the workman is not responding to his correspondence and hence he filed a memo relinquishing the vakalath of the workman.

4. In view of the above there is no point in keeping the industrial dispute pending.

Hence a award is passed dismissing the claim of workman holding that there is no merit in the claim filed by him.

The award will come into force one month after notification in the official Gazette.

Dictated to the Assistant, transcribed and typed by him and passed by me on this 25th day of April 2019.

V.VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for Workman	:	Nil
Witness for Management	:	Nil
Exhibits for Workman	:	Nil
Exhibits for Management	:	Nil

नई दिल्ली, 17 जून, 2019

का.आ. 1143.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मेनन और पाई प्रमुख RED, भारतीय दुर्लभ पृथ्वी लिमिटेड, उद्योगमंडल, केरल, - और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 26/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.06.19 को प्राप्त हुए थे।

[सं. एल-42011/97/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1143.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2016) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulum, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Deputy Commissioner, Navodaya Vidyalaya Samithi, Secunderabad and others, and their workmen which were received by the Central Government on 17.06.19.

[No. L-42011/97/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT,
ERNAKULUM****Present:** Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer(Monday the 10th day of June 2019/ 20th day of Jyaistha, 1941)**ID No. 26 of 2016**

Union : The Regional President
Navodaya Vidyalaya Samithi
Employees Welfare Association
Regional Executive Committee
Kandiyoor, Mavelikkara
Alleppey – 690103.

In person

Managements : 1. The Deputy Commissioner
Navodaya Vidyalaya Samithi
Regional Office
1-1-10/3, S.P.Road
Secunderabad – 500003

2. The Commissioner
Navodaya Vidyalaya Samithi
B-15, Institutional Area
Sector 62, NOIDA(U.P.)
Pin-201309

By M/s. Dhandapani Associates

This case coming up for final hearing on 07.05.2019 and this Tribunal-cum-Labour Court on 10.06.2019 passed the following.

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section 2(2A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42011/97/2016-IR(DU) dated 15.09.2016 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the proposed action of the management of M/s. Navodaya Vidyalaya Samithi in re-fixing the rates of wages of 14 Matrons in the state of Kerala at Rs.7500/- per month and their refusal to implement the revised minimum rates of wages applicable to the Matrons, i.e., Rs.350/- per day incurring them substantial monetary loss is fair and justifiable? If not what relief they are entitled to?”

3. According to the union, the management of Navodaya Vidyalaya Samithi vide letter No.1-35/NVS(HR)/Estd.II/2013-14 dated 03.01.2013 proposed to re-fix the remuneration of Matrons at Rs.7500/- consolidated per month. Prior to the said re-fixation, the Matrons were paid minimum wages fixed by the Labour Department of the concerned state government vide their office letter no.1-136/NVS(HR)2010-11 dated 27.12.2010 and 1-35/NVS(HR)/2012-13/703 dated 21.05.2012. The minimum wages fixed by the Labour Department of the State Government was Rs.350/- per day vide Kerala State Government Notification dated 2.3.2011. Accordingly the Matrons of Kerala Navodaya Vidyalaya Samithi were paid the minimum wages at par with the employees in the state Government.

On re-fixing the honorarium at Rs.7500/- per month the Matrons ended up drawing less than what they were getting earlier. This anomaly was brought to the notice of the managements through various letters.

4. As per the recruitment rules for the post of Matrons in Navodaya Vidyalaya Samithi the post of Matrons is Group “C” and mode of appointment is on contract basis. Hence the Matrons appointed in Jawahar Navodaya Vidyalayas of Kerala are entitled for a minimum wage of Rs.350/- per day with effect from 01.04.2011. Hence the subsequent reduction in wages to consolidated remuneration of Rs.7500/- per month is irregular, illegal and arbitrary.

5. The Assistant Commissioner (Estd-II), Navodaya Vidyalaya Samithi vide its communication no.2-7/2016-NVS(Estd.III)/1345 dated 16.11.2016 directed on Deputy Commissioners to pay minimum wages for the post of Group D, ECP and Matrons in Jawahar Navodaya Vidyalayas on daily wage basis at Central Government/State Government rate whichever is higher. However that decision was not implemented by regional officers. The wages of Matrons fixed by the state government of Kerala on daily wage basis is Rs.600/- per day or Rs.16,200/- per month vide Government of Kerala notification no.GO(P)No.28/2016/Fin. dated 26.02.2016. Further the monthly wages is revised as Rs.16,500/- per month.

Hence the Matrons in Kerala region are entitled to a minimum wage of Rs.350/- per day with effect from 01.04.2011 and Rs.16,500/- per month with effect from 01.04.2016.

6. The managements 1 & 2 entered appearance but failed to file any counter in spite of giving many opportunities to file the same.

7. On 04.12.2018 the matter was posted finally for written statement on the part of managements. There was no representation on either side. Hence the matter was posted on 28.01.2019 for the written statement of the management. There was no representation from either of the parties and no written statement was filed on behalf of the managements. Hence the managements were called absent and set exparte. The matter is adjourned and posted for the evidence of the union on 13.03.2019. There was no representation on 13.03.2019 for either of the parties. Hence the matter is finally adjourned to 07.05.2019 for hearing the union. Even on 07.05.2019 there was no representation from the union as well as from the management.

8. It is felt that neither the union nor the management is interested in pursuing the reference.

In the result an award is passed holding that there is no merit in the claim of the union that the 14 Matrons working in the state of Kerala are entitled to the minimum rate of wages notified by the Government of Kerala.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Assistant, transcribed and typed by him, corrected and passed by me on this the 10th day of June 2019.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the union	-	Nil
Witness for the Managements	-	Nil
Exhibits for the union	-	Nil
Exhibits for the Management	-	Nil

नई दिल्ली, 17 जून, 2019

का.आ. 1144.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंधन कोयंबटूर मुरुगन मिल्स, कोयंबटूर चेन्नई और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 25/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.04.2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, 17th June, 2019

S.O. 1144.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2016) of the Central Government Industrial Tribunal-cum-Labour Court CGIT Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to The Management Coimbatore Murugain Mills, Coimbatore Chennai and others, and their workmen which were received by the Central Government on 11.04.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT CHENNAI****Present :** DIPTI MOHAPATRA, LL.M., Presiding Officer**I.D. No. 25/2016**

Friday, the 1st April, 2019

BETWEEN :

Sri N. Seelvaraj
S/o Natraya Gounder
24, Nehru Avenue
Maniakaranpalayam
Coimbatore-641006

...1st Party/Petitioner

AND

The Management
Coimbatore Murugain Mills
Mettupalayam Road
Coimbatore-641043

...2nd Party/Management

Appearance:

For the 1st Party/Petitioner : Advocate M/s. P. Thirugnanasambantham
For the 2nd Party/Management : Advocate M/s. T.S. Gopalan & Co.

This an Application under 2A(2) of the ID Act. The Applicant challenges the order of his dismissal issued by the Respondent claiming reinstatement and back wage. The Respondent files Counter Statement denying almost all the Claims of the Applicant as not justified and sustainable in the eye of Law on the point of Limitation. The submission advanced by both the parties, occasioned to peruse the entire record including the pleadings of the parties, the document enclosed therein. Admittedly the Applicant was working under the Respondent Management. He was dismissed from service 21.11.2011. The Applicant approached the Labour Machinery and raised its dispute only on 08.03.2015.

2. Before going to the merit of the of the Appeal, the crux of the submission of the Counsels of both parties focus on the maintainability of the Application on the point of limitation. While challenges the maintainability the Learned Counsel for Respondent, drew attention on the provision of Law contemplated in the Act. and pressed into service the

judicial verdict of the Hon'ble High Court of Madras in WP(MD) No4269/2017 dtd 11.4.17. in the case of Rsvi Kumar vs The Tamil Nadu State Road Transport Corporation reported in 2017 LLR 704 and in WP(MD) No15552 of 2015 dtd 28.8.2015. in the case of The General Manager, Tamil Nadu Transport Corporation vs Presiding Officer Labour Court, Tirunelveli

3. Admittedly Section 2A(2) of the ID Act, is a beneficial provision inserted, in the Act by way of amendment, providing a right in favour of a workman to approach the Labour Court or Tribunal directly.

Section 2A, Sub-Clause (2) of the Act reads:

“Notwithstanding anything contained in Section 10, any such workman as is specified in sub-Section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the Dispute referred to therein after the expiry of Forty-five days from the date he has made the application to the Conciliation Officer of the dispute xx xx xx xx xx xx ”.

Section 2A, Sub-Clause (3) reads:

“The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of the three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)”.

4. In a combined reading of both the provisions, it is understood that in order to avail the right under the amended provision under the Sec2(A)2, of the Act, the petitioner to adhere strictly the mandatory provision with regard to the period of Limitation. The petitioner to raise dispute before the Conciliation Officer of the appropriate Government, and after expiry of 45 days can move the application before the Labour Court/ Tribunal before expiry of three years, when the cause of action arises i.e. specifically the date of discharge, dismissal or retrenchment or termination otherwise specified under sub section (1).

5. At the cost of repetition it would not be out of place to say that the Application raised dispute before the Labour Machinery on 08.03.2015 which is almost 1172 days which is necessarily more than 3 years. The Applicant approaches this Forum, vide his Application (ID 25 of 2016) vide dated 08.04.2016 which is also almost after one year, from the date of his approach to Labour Machinery. Even though the Applicant tries on several grounds to bring its Application within the ambit of the limitation, he fails in every score. The copy of the order vide Application No. 120 of 2013 the CGIT dated 13.05.2014 discloses the order of dismissal (dtd 21.12.10) of the petitioner was duly approved by the Tribunal., which necessarily cannot be a ground on the part of the Petitioner to calculate the period of limitation from the date of the said order. It reveals that the Petitioner throughout slept over the matter and after elapse of the period of limitation approaches the Labour Machinery and Tribunal.

6. Attention was drawn on a certificate issued by the Conciliation Officer and Labour Commissioner (central) Madurai, enabling the Petitioner to approach this Tribunal even much after of expiry of 45 days of the proceedings before it. In Such circumstance, the Failure Report could have been sent to the appropriate Government which examining the merit can send the reference to the Tribunal or Labour court for adjudication. The Conciliation Officer is under obligation under the amended Act to see if the dispute was raised before him within the period of limitation that is 3 years from the date of dismissal. and after raising the dispute before the Labour Machinery, the Petitioner is at liberty to exercise his right under the Act. Only after expiry of 45 days from date of such approach. He can file an Application before the Labour Court or Industrial Tribunal that to before expiry of 3 years from the date of his dismissal from service. The Conciliation officer cum Regional Labour Commissioner (central) Madurai, has hardly any scope to issue any such certificate enabling the petitioner to approach the Industrial Tribunal on a wrong cause. The Petitioner cannot take any advantage of any such wrong advice of the Labour Machinery.

7. In view of the discussion held in preceding paragraphs, and in the light of the judicial decisions Honble High Court of Madras in the case of Ravi Kumar (supra) it is held the Application is not maintainable sec 2A (2) of the I.D Act.

The case in ID 25 of 2016 stands dismissed.

Issue copy of the Order to both parties and also copy.

DIPTI MOHAPATRA, Presiding Officer

Dictated/transcribed by PA
Corrected and pronounced
in open court.

While parting with order, it is felt proper to issue a copy of the order to the Conciliation Officer-cum-Regional Labour Commission (Central), Madurai for future guidance.

नई दिल्ली, 17 जून, 2019

का.आ. 1145.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में मेसर्स प्रबंधन, कोयंबटूर मुरुगन मिल्स, कोयंबटूर चेन्नई और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई दिल्ली के पंचाट (संदर्भ संख्या. 24/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 11/04/2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019 –आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1145.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2016) of the Central Government Industrial Tribunal cum Lab our Court CGIT Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to The Management ,Coimbatore Murugain Mills, Coimbatore Chennai & Others, and their workmen which were received by the Central Government on 11/04/2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT CHENNAI

Present : DIPTI MOHAPATRA, LL.M., Presiding Officer

I.D. No. 24/2016

Friday, the 1st April, 2019

BETWEEN :

Sri A. Jeevagan,
S/o. Angusamy,
17/33, Maruthachala Thevar Nagar,
Appanaickenpalayam,
Vadamadurai,
Coimbatore-641017

...1st Party/Petitioner

AND

The Management
Coimbatore Murugain Mills
Mettupalayam Road
Coimbatore-641043

...2nd Party/Management

Appearance:

For the 1st Party/Petitioner : Advocate M/s P. Thirugnanasambantham

For the 2nd Party/Management : Advocate M/s T.S. Gopalan & Co.

This an Application under 2A(2) of the ID Act. The Applicant challenges the order of his dismissal issued by the Respondent. It is emphasised that the Applicant was victimised because of his Union activities as General Secretary of the Workers Union under the Kawai Mandala Panchalai Thozhilalar Sangam (in short the Union). A Domestic Enquiry was initiated against him on wrong cause following dismissal. The Applicant claims reinstatement and back wages. The Respondent entered appearance raising objection almost all the claims of the Applicant. The submission advanced by both the parties, occasioned to peruse the entire record including the pleadings of the parties, the document enclosed therein. Admittedly the Applicant was working under the Respondent Management. He was dismissed from service 21.11.2011. The Applicant approached the Labour Machinery and raised its dispute only on 08.03.2015.

2. Before going to the merit of the Appeal, the crux of the submission of the Counsels of both parties focus on the maintainability of the Application on the point of limitation. While challenges the maintainability the Learned Counsel for Respondent, drew attention on the provision of Law contemplated in the Act. and pressed into service the judicial verdict of the Hon'ble High Court of Madras in WP(MD) No4269/2017 dtd 11.4.17. in the case of Rsvi Kumar vs The Tamil Nadu State Road Transport Corporation reported in 2017 LLR 704 and in WP(MD) No15552 of 2015 dtd 28.8.2015. in the case of The General Manager, Tamil Nadu Transport Corporation vs Presiding Officer Labour Court, Tirunelveli

3. Admittedly Section 2A(2) of the ID Act, is a beneficial provision inserted, in the Act by way of amendment, providing a right in favour of a workman to approach the Labour Court or Tribunal directly.

Section 2A, Sub-Clause (2) of the Act reads:

“Notwithstanding anything contained in Section 10, any such workman as is specified in sub-Section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the Dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the dispute xx xx xx xx xx xx”.

Section 2A, Sub-Clause (3) reads:

“The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of the three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)”.

4. In a combined reading of both the provisions, it is understood that in order to avail the right under the amended provision under the Sec2(A)2, of the Act, the petitioner to adhere strictly the mandatory provision with regard to the period of Limitation. The petitioner to raise dispute before the Conciliation Officer of the appropriate Gvernment , and after expiry of 45 days can move the application before the Labour Court/ Tribunal before expiry of three years, when the cause of action arises i.e. specifically the date of discharge, dismissal or retrenchment or termination otherwise specified under sub section (1).

5. At the cost of repetition it would not be out of place to say that the Applicant raised dispute before the Labour Ministry on 08.03.2015 which is almost 1173 days which is necessarily more than 3 years. The Applicant approaches this Forum, vide his Application (ID 24 of 2016) vide dated 08.04.2016 which is almost after one year, from the date of his approach to Labour Machinery. Even though the Applicant tries on several grounds to bring its Application with in the

ambit of the limitation, he fails in every score. The copy of the order in Application no. 106/13 the CGIT dated 13.05.2015 discloses the order of dismissal (dtd. 21.12.10) of the petitioner was duly approved by the Tribunal., which necessarily cannot be a ground on the part of the Petitioner to calculate the period of limitation from the date of the said order. It reveals that the Petitioner throughout slept over the matter and after elapse of the period of limitation approaches the Labour Machinery and Tribunal

6. Attention was drawn on a certificate issued by the Conciliation Officer and Labour Commissioner (central) Madurai, enabling the Petitioner to approach this Tribunal even much after of expiry of 45 days of the proceedings before it. In Such circumstance, the Failure Report could have been sent to the appropriate Government which examining the merit can send the reference to the Tribunal or Labour court for adjudication. The Conciliation Officer is under obligation under the amended Act to see if the dispute was raised before him within the period of limitation that is 3 years from the date of dismissal. and after raising the dispute before the Labour Machinery, the Petitioner is at liberty to exercise his right under the Act. Only after expiry of 45 days from date of such approach. He can file an Application before the Labour Court or Industrial Tribunal that to before expiry of 3 years from the date of his dismissal from service. The Conciliation officer cum Regional Labour Commissioner (central) Madurai, has hardly any scope to issue any such certificate enabling the petitioner to approach the Industrial Tribunal on a wrong cause. The Petitioner cannot take any advantage of any such wrong advice of the Labour Machinery.

7. In view of the discussion held in preceding paragraphs, and in the light of the judicial decisions Honble High Court of Madras in the case of Ravi Kumar (supra) it is held the Application is not maintainable sec 2A (2) of the I.D Act.

The case in ID 24 of 2016 stands dismissed.

Issue copy of the Order to both parties and also copy.

Dictated/transcribed by PA

Corrected and pronounced in open court

While parting with order, it is felt proper to issue a copy of the order to the Conciliation Officer-cum-Regional Labour Commission (Central), Madurai for future guidance.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1146.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में मेसर्स महाप्रबंधक राष्ट्रीय रासायनिक एंड फर्टिलाइजर्स, मुंबई, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय मुंबई के पंचाट (संदर्भ संख्या. 28/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 23/01/19 को प्राप्त हुए थे।

[सं. एल-42011/32/2017-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1146.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2017) of the Central Government Industrial Tribunal cum Labour Court Mumbai, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager. Rashtriya Chemical & Fertilizers, Mumbai & Others, and their workmen which were received by the Central Government on 23/01/19.

[No. L-42011/32/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT : M. V. Deshpande, Presiding Officer****REFERENCE NO. CGIT-2/28 of 2017****EMPLOYERS IN RELATION TO THE MANAGEMENT OF RASHTRIYA CHEMICAL AND FERTILIZERS
& M/S. AMEYA ENTERPRISES**

1. The General Manager [HR & Admn.]/CMD,
Rashtriya Chemical & Fertilizers,
Administrative Building, Chembur,
Mumbai – 400 074.
2. M/s. Ameya Enterprises,
House No. 4, Shivmurat Chawl,
Kajiwadi, Andheri,
Mumbai – 400 099.

AND**THEIR WORKMEN**

The General Secretary,
General Employee's Association
Tel. Rasayan Bhawan,
Tilak Road, Dadar,
Mumbai – 400 014.

APPEARANCES:

FOR THE EMPLOYER : Absent
FOR THE WORKMEN : Absent

Mumbai, dated the 21th December, 2018.

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-42011/32/2017 – IR (DU) dated 02.06.2017. The terms of reference given in the schedule are as follows :

“Whether the action of the management of M/s. Rashtriya Chemical & Fertilizers Ltd., Mumbai in not considering the date of birth of the following 4 workmen as per the Birth Certificate and School Leaving Certificate issued by the Competent authority for the purpose of retiring them from service as contract workmen presently employed through M/s. Ameya Enterprises, is just & proper ? ”

2. After the receipt of the reference, both the parties were served with the notices.
3. On going through Roznama it appears that the notices were served to both parties. However, the union has not filed statement of claim since long. Union remained absent. Therefore there is no statement of claim to substantiate the claim under reference.
4. For want of evidence the reference is liable to be rejected with no order as to costs.

ORDER

Reference is rejected for want of evidence.

Date : 21.12.2018

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1147.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण सरकार मेसर्स महाप्रबंधक (एचआर), मेसर्स भारत अर्थ मूवर्स लिमिटेड, न्यू थिप्पसंद्र, बेंगलोर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय बेंगलोर के पंचाट (संदर्भ संख्या. 57/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.03.2019 को प्राप्त हुए थे।

[सं. एल-42011/110/2012 –आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1147.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2012) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager (HR), M/s Bharath Earth Movers Ltd, New Tippasandra, Bangalore & Others, and their workmen which were received by the Central Government on 11.03.2019.

[No. L-42011/110/2012 -IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 27th FEB 2019PRESENT : **Justice Smt. Rathnakala**

Presiding Officer

C.R No. 57/2012**I Party**

Sh. G. Vasudeva,
S/o Late Shri G. Gopalachar,
No.14, 1st Cross, Chinnappa Layout,
Near Kokila Tent,
Banashankari 3rd Stage,
Bangalore – 560 085.

II Party

The General Manager (HR),
M/s Bharath Earth Movers Ltd,
Bangalore Complex,
New Tippasandra,
Bangalore – 560 073.

Advocate for I Party:

Mr. S.B. Mukkannappa

Advocate for II Party:

Mr. N.S. Narasimha Swamy

AWARD

The Central Government vide Order No.L-42011/110/2012-IR(DU) dated 07.12.2012 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 referred the following Industrial Dispute for adjudication.

“Whether the action of the management of the General Manager – HR Bharat Earth Movers Limited, Bangalore-560075 is justified in imposing the punishment of ‘Dismissal from Service’ w.e.f. 24/07/2007 upon Shri G. Vasudeva, S/o Late G. Gopalachar? If not, What relief the said workman is entitled to?”

Both parties have appeared before the Court and prosecuted their case.

1. Facts not in dispute between the parties is, the 1st party workman joined the 2 party as welder 'B' on 03.07.1981: he was awarded periodic promotions: at the relevant time i.e., 2005-2006 he was in the grade Welder 'C'. He was issued two Charge Sheets by this Disciplinary Authority dated 10.02.2010 and 19.12.2016: Common trial was held in respect of these charge sheets. The allegation was about 53 days of unauthorised absence from July 2005 to Jan 2006 (charge sheet dated 10.06.2010): unauthorised absence of 133 days from Jan to Dec 2006 (vide charge sheet dated 19.02.2006).

2. The workman participated in the Enquiry: The Enquiry Officer submitted report holding that the workman was absent for 186 days for the period July 2005 to Dec 2006 without leave or permission, there by the charge under clause 21.20 stood proved thus he was found guilty of charges.

3. The workman submitted his remarks to the enquiry report. The management as a mark of punishment terminated him from service under clause from 22.2 (III) of the certified standing order with terminal benefits: parallelly an application under section 33(II)(B) seeking approval of the Disciplinary action taken was also filed before the State Industrial Tribunal Bangalore. After contest said application came to be allowed, (coincidentally said order is passed by me sitting as a Presiding officer Industrial Tribunal, Bangalore).

4. Now, the 1st party has invoked sec 11 A of the ID act for (brevity 'the act') before this Tribunal.

5. The workman contends before this Tribunal that he is a Physically handicap person with 70% Physical Disability since 2000 he is suffering from mental depression/Bipolar affective disorder. He was treated at Agadi Hospital Bangalore: During his illness he was not in a position to perform his normal duties: though he requested 2nd party to provide any alternate work which he can manage, it was not heeded, hence he was forced to remain absent. The 2nd party is covered under the persons with disability (equal opportunities, protection of rights and full participation) Act 1985. 2nd party was bound to consider his case for change of cadre under sec 47 of the disabilities Act. On 20.07.2007, he filed an application before the state commissioner for person with disabilities and sought for a direction to the 2nd party. He had requested the 2nd party to keep the enquiry proceedings in abeyance till disposal of his dispute before The State Commissioner for persons with disabilities. On 24.07.2007 the Commissioner wrote a letter to the 2nd party to continue his service and not to dismiss him. Even after receiving the said letter on 25.07.2007, the 2nd party dismissed him from service, on 25.07.2007, closing shift of the day, vide office order dated 24.07.2007. They had not issued the order nor exhibited in the notice board. The State Industrial Tribunal accorded sanction to the application filed by the management without prejudice to him to workout remedy u/s 11 A of the Act. He has served the 2nd party over 25 years, the punishment order is severe and disproportionate to the gravity of misconduct this age he is not eligible for alternate planning. He is unemployed and seeks for reinstatement to original post into service and continuity of service with consequential benefits.

6. I have gone through the evidentiary material placed before the Enquiry Officer during domestic enquiry. The 1st party had not denied his unauthorised absence on the alleged dates. Infact his own documents i.e., the xerox copy of the certificate issued by the Agadi Hospital Bangalore dated 15.03.2006 confirmed that he is under treatment for bipolar affective disorder since 2000. His depression has not come to full control, due to depression he takes leave without information for few days.

7. The allegation of unauthorised absence was as follows:

July 2005 - 3 days: 28th to 30th

Aug 2005 - 6 days: 5th, 8th, 10th, 25th, 27th, 28th, 31st

Sept 2005 - 10 days: 1st, 15th to 19th, 23rd to 26th

Oct 2005 -13 days: 1st to 9th 19th to 23rd

Nov 2005 - 11 days: 8th, 14th, 16th to 19th, 21th, 23rd, 25th, 28th

Dec 2005 - 5 days: 3rd, 18th, 21st, 23rd, 29th

Jan 2006 - 6 days 5th, 16th, 20th, 21st, 23rd, 25th

8. The Xerox copies of the Medical certificates produced before the Enquiry officer is not a substantial evidence. It cannot be a defence to the charge of unauthorised absence on the above days Clause 21.20 of certified standing order governing the service rules of the company contemplates 'Habitual absence without leave or without permission or absence without leave for more than 10 consecutive days' is a misconduct punishable under clause 22 .

9. He has improved his case before this court claiming Mental disability at 70%. Manifestly, he has taken the certificate on 17.05.2007, after closure of the Enquiry proceedings. That raises a serious question with regard to his suitability to work in any of the of the post alternate to the one he was doing as a Welder. He is silent about the final

outcome of his petition before the commissioner for persons with Disabilities. The Commissioner, had issued an interim order by quoting Section 47 of the persons of the disabilities Act which reads :

“No establishment shall dispense with or reduce in rank an employee who acquires a disability during his service.

Provided that if an employee after acquiring disability is not suitable for the post he was holding, could be shifted to some other post with the post with the same pay scale and service benefits.

Provided further that, if it is not possible to adjust the employee against any he may be kept on a super numery post until a suitable post is available or he attains the age of superannuation whichever is earlier.”

10. As such he did not develop any physical disability during his tenure with the 2nd party. He is harping upon his mental illness as a defence for his unauthorised absence but without any tangible evidence. It is not as if, it was his 1st misconduct, he is habitual, the punishment order quotes his previous misconducts of unauthorised absence, in 1990 loitering while on duty, unauthorised absence during Mar to Nov 2000. On all these occasions he was warned: for the unauthorised absence from Feb to Dec 2003, as a measure of punishment his salary was reduced by 2 stages for 1 year in wage group D. Again in respect of unauthorised absence of 260 days Feb 2004 to Mar 2005, he was demoted from Group D to Group C with cumulative effect. This order was also passed in Oct 2005. Finally, for the charges of unauthorised absence of 186 days during July 2005 to Dec 2006, he is removed from service which is not stigmatic for his future employment. He has received his terminal benefits.

11. The Tribunal while examining his prayer for relief under section 11 A under ID Act cannot over look of the financial implication of accommodating such habituals in the running Factory. However, he is already superannuated and the question of reinstatement is not in the forefront. The Enquiry report is based on the factuality's which is not controverted, the explanation offered for the absenteeism regarding his mental ailment is unsatisfactory. Thus I find no reason to interfere with the punishment order.

AWARD

The reference is rejected.

(Dictated, transcribed, corrected and signed by me on 27th February, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1148.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया, इंडिया गांधी टर्मिनल- III, पालम, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या. 89/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1148.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/2013) of the Central Government Industrial Tribunal cum Labour Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Airport Authority of India, India Gandhi Terminal-III, Palam, New Delhi & Others, and their workmen which were received by the Central Government on 20/05/2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT NO. 1, NEW DELHI****ID No. 89/2013**

Shri Sultan Singh S/o. Shri Harnam Singh,
C/o. Engineering General Karamchari Lal Jhanda Union,
M-714-15, Mangolpuri,
Delhi -110083.

...Workman/Claimant

Versus

1. M/s. Three D Integrated Solution Ltd.
609-611, JMD Pacific Square Behind 32nd Miles Stone,
NH-8, Sector 15,
Gurgaon (Haryana).

2. M/s Airport Authority of India,
India Gandhi Terminal-III,
Palam, New Delhi.

... Management/Respondent

AWARD

This is a claim directly filed by the workman/claimant Sarajuddin Ali under Section 2(A) of the Industrial Disputes Act (hereinafter referred to as “the Act”), with the averments that he has been working as Senior Technician with the Management since 21/5/2010 and his last drawn wages were Rs.11,825/- per month. He had been working with honesty and sincerity. The duty place of the workman was at IGI Airport Terminal-III. It is pleaded that the workman had met with an accident on 12/9/2011 while he was returning from duty and his left leg got fractured. He remained under medical treatment from 13/9/2011 to 15/11/2011. The workman informed about the same to the Management. It is also pleaded that on 16/11/2011 when the workman went to resume his duty alongwith medical fitness certificate, his Officer Incharge asked him to come on next date as his new entry pass was not issued. Despite various visits, the Management failed to issue entry pass to the workman upto 4/6/2012 and the Officer incharge of the Management refused to take him on duty and orally informed that he has been removed from the record of the company. Demand notice dated 4/6/2012 was sent to the Management through registered post but to no avail. Termination of the claimant from service on 4/6/2012 is illegal, unjust and against the provisions of law. The claimant is still unemployed since the date of his termination. The claimant had approached the Conciliation Officer but to no avail. Prayer has been made for reinstatement of the workman with full back wages and consequential benefits.

2. The Management No.1 contested the claim petition by filing written statement. While denying the allegations of the claimant, it has been alleged that the workman started absenting from duties without any intimation or permission w.e.f. 13/9/2011. Therefore, the Management issued a letter dated 17/9/2011, informing him about his absence from duties w.e.f. 13/9/011 and advising him to report for duty but he did not report for duty. Another letter dated 24/9/2011 was issued to him, advising him to report for duty within 10 days, failing which it will be inferred that he was no longer interested to work with the Management. It is also alleged that at no point of time Management ever refused duties to the workman. It has been denied that the workman ever informed the Management about meeting with an accident on 12/9/2011 or about undergoing medical treatment w.e.f. 13/9/2011 to 15/11/2011 or that he reported for duties on 16/11/2011. Entire story propounded by the claimant is false and fabricated. It is further alleged that having absented from duties continuously w.e.f. 13/9/2011 without any intimation, the workman/claimant voluntarily abandoned his service and his continuous unauthorized absence from duty constituted a gross misconduct. Prayer has been made for dismissal of the claim petition.

3. Management no.2 Airport Authority of India did not appear despite service of notice and hence case was proceeded ex-parte against it vide order dated 30/8/2013.

4 On the pleadings of the parties, following issues were framed on 30/8/2013 :-

- (i) Whether claimant abandoned his service with M/s Three D Integrated Solutions Ltd.? If yes, its effect ?
- (ii) Whether termination of service, if any, of the claimant amounts to retrenchment ?
- (iii) Whether provisions of Industrial law were violated when services of the claimant were terminated by M/s Three D Integrated Solutions Ltd.?
- (iv) Whether claimant is entitled to relief of reinstatement in the service of M/s Three D Integrated Solutions Ltd.?

5. In order to prove his case, the workman examined himself as WW1 & tendered his affidavit Ex.WW1/A and relied on documents Ex.WW1 to Ex.WW1/8. On the other hand, the Management No.1 examined two witnesses namely Shri R.K. Srivastava, Deputy General Manager (HR) and Shri Rajeev Shokeen, Deputy Manager (HR), who filed their respective affidavits as Ex.MW1/A and Ex.MW2/A and they placed reliance on the documents Ex.MW1/1 (letter dated 11/1/2012) and Ex.MW1/2 (letter dated 18/1/2012).

6- I have heard Shri Abhinav Kumar, A/R for the workman./claimant and Shri K.K. Tyagi vice Shri Alok Bhasin, A/R for Management No.1. I have also gone through the record carefully. My findings on above issues are as follows.

Issue No.1 to 4 :-

7- All these issues being inter-related are taken up together and they can be disposed of conveniently by common discussion.

8- I may mention that affidavit Ex.WW1/A filed by the claimant is in line with the averments made in the claim petition. He has filed on record copy of the demand notice dated 4/6/2012 (Ex.WW1/1) sent to Management No.1 and its postal receipt as Ex.WW1/2; copy of reply thereto given by Management No.1 as Ex.WW1/3, copy of rejoinder sent by claimant to the Management No.1 as Ex.WW1/4 and its postal receipt as Ex.WW1/5; copies of medical certificates (dated 13/9/2011 and 15/11/2011) of the claimant as Ex.WW1/6 & Ex.WW1/7 and copy of the statement of claim made by the claimant before Labour Office as Ex.WW1/8. Perusal of these documents clearly proves relationship of employer-employee between the Management No.1 and the claimant herein and that the claimant falls within the definition of "workman" as provided under Section 2(S) of the Act.

9- From the evidence adduced on record it stands proved that claimant/workman was engaged as Senior Technician on 21st May, 2010 and his entry pass was valid upto 19/12/2011. Case of the claimant is that on 12/9/2011 the workman while returning from duty had met with an accident, as a result of which his left leg got fractured; he remained under medical treatment from 13/9/2011 to 15/11/2011 and informed about the same to the Management. When on 16/11/2011 he went to resume his duty alongwith medical fitness certificate, his Officer Incharge asked him to come on next date as his new entry pass was not issued. Despite various visits, the Management failed to issue entry pass to him and on 4/6/2012 the Officer incharge of the Management refused to take him on duty & orally informed that he has been removed from the record of the company. On the contrary, the Management has taken a plea that the workman had started absenting from duties without any intimation or permission w.e.f. 13/9/2011 and therefore, the Management issued letters dated 17/9/2011 and 24/9/2011 (Ex.MW1/1 and Ex.MW1/2), informing him about his absence from duties w.e.f. 13/9/011 and advising him to report for duty but he did not report for duty. However, MW2 has admitted that on 12/9/2011 on his way back from duty the workman had met with an accident at Bahadurgarh Bus stop. Though this witness of the Management showed his ignorance whether the workman was under treatment from 13/9/2011 to 15/11/2011, however he conceded that later on he came to know about the medical treatment of the workman and that the workman had submitted his medical fitness certificate to the Management. He also admitted that the workman was not allowed to join duties even after submitting his medical fitness certificate. This belies the version of the Management that the workman absented from duty without any intimation or permission w.e.f. 13/9/2011. Even if it is presumed for the sake of arguments that the claimant who had met with an accident, had not immediately informed the Management about his injury and medical treatment, in that eventuality also Management was under moral and legal obligation to allow the claimant to resume duty on 16/11/2011 when he had gone to attend his duty alongwith medical fitness certificate. It is fairly settled that to constitute abandonment, there must be total or complete giving up of duties so as to indicate an intention not to resume the same. Having regard to these facts and circumstances of the case, it can be safely inferred that the claimant/workman had no intention whatsoever to abandon the job. Perusal of the record shows that the Management has not filed on record any acknowledgement/service report of warning letters Ex.MW1/1 and Ex.MW1/2 allegedly sent to the claimant/workman. Moreover these letters do not bear any reference number of the office of the Management. Even MW2 Shri Rajeev Shokeen has admitted that the Management has got no proof to show that the letter dated 17/9/2011 (Ex.MW1/1) was received by the workman. Even these letters were not shown/put to the claimant in his cross examination for the purposes of confrontation. As such, these letters are of no help to the case of the Management. The claimant has also filed on record his demand notice dated 4/6/2012 and its postal receipt as Ex.WW1/1 & Ex.WW1/2 respectively, from which also it can be safely inferred that the claimant had no intention to abandon the job. In these facts and circumstances, this Tribunal has no hesitation to hold that the Management has failed to prove that it was the claimant who abandoned his service voluntarily.

10) Now the question arises for consideration is whether the dismissal/termination of the claimant from services w.e.f. 4/6/2012 amounts to retrenchment and same is in violation of the provisions of the Act.

11) Admittedly the claimant worked regularly under Management No.1 as Senior Technician from 21/5/2010 till 12/9/2011 when he is stated to have met with an accident on his way back to his house. I have already held above that the Management has failed to prove that it was the claimant had abandoned his service voluntarily. The claimant has pleaded and testified that his termination from service on 16/11/2011 and 4/6/2012 is illegal, unjust and against the law of land. MW2 Rajeev Shokeen – witness of the Management has admitted that no charge sheet was issued to the workman nor any enquiry was conducted against him. It is fairly settled that if the termination of an employee is based on no inquiry, no charge-sheet and not by way of punishment, then it becomes a case of illegal retrenchment. As such,

this Tribunal is of the considered view that action of the Management in disengaging/terminating the services of the claimant herein w.e.f. 4/6/2012 **amounts to retrenchment**.

12- I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that any retrenchment compensation was paid to the claimant by the Management. There is also nothing on record to show that any notice or notice pay was given by the Management prior to termination of the claimant herein. As such, the Management has violated the provisions of Section 25-F of the Act.

13) There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

14) Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman w.e.f. 4/6/2012 is held to be illegal and void.

15) Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was continuously in the employment of the Management since 21/5/2010. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman is of perennial and regular nature which fact can be inferred from the contents of letter Ex.MW1/2 wherein it has been stated that in case of non receipt of reply/response from the workman, the Management will depute another person in his place. The claimant has pleaded and testified that he is totally unemployed since his termination i.e. 04/6/2012. Management has not led any evidence to show that the workman/ claimant is gainfully employed since after his termination/disengagement from service.

16) The Hon'ble Apex Court in case **“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

17- The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se,

sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat* (2010) 5 SCC 497).

18- A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

19- However, Hon'ble Apex Court in the case of General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

20. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

"The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages."

A similar view has been taken in the case of Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018 wherein service of a casual driver was terminated without any notice or payment of one month's salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon'ble High Court of Delhi by observing as under :-

"In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

21- Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management No.1. Award is passed accordingly against Management No.1.

Date : 13.05.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1149.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महानिदेशक (निर्माण), सीपीडब्ल्यूडी, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या. 174/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2019 को प्राप्त हुए थे।

[सं. एल-42011/80/2015-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1149.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 174/2015) of the Central Government Industrial Tribunal cum Labour Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General (Works), CPWD, New Delhi & Others, and their workmen which were received by the Central Government on 20/05/2019.

[No. L-42011/80/2015-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, NEW DELHI

ID No. 174/2015

Shri Nepal Singh,
S/o. Shri Kewal,
Through General Secretary,
All India Central PWD Karamchari Sangathan (Regd.)
Gali No.13, Balbir Nagar Extn. Shahdara,
Delhi 110032.

... Workman/Claimant

Versus

1. The Director General (Works),
CPWD, Nirman Bhawan,
New Delhi 110001.
2. The Superintending Engineer,
Coord. Electrical Circle, CPWD,
East Block, RK Puram,
New Delhi 110022.

... Management/Respondent

AWARD

This award shall decide a reference which was made to this Tribunal by Appropriate Government vide letter No.L-42011/80/2015-IR(DU) dated 28.08.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the employee Shri Nepal Singh is entitled to the period of Muster Roll service being considered for pensionary benefits and whether the workman has right to being considered for promotion with effect from 30.01.2009? If so, what directions are necessary in this respect ?’

2. Both parties were put to notice and the claimant Nepal Singh filed his statement of claim, with the averments that he was appointed on Muster Roll w.e.f. 15/7/1978 and was regularized in service on 20/5/1982 as Beldar; he was promoted as Asstt.Carpenter w.e.f.19/1/1989. Assistant category of employees working in CPWD was merged with main category vide order dated 7/5/1997. The Management had granted selection grade to the workman w.e.f.19/1/1997 on completion of 8 years’ regular service in the skilled category but he was not paid arrears of 5th Pay Commission for the period from 1/1/2006 to 31/8/2008. It is pleaded that the workman had passed trade test for the post of “Work Assistant” in the year 2002 & had secured 56 marks. Other workmen who had obtained lesser marks have already been promoted to the post of “Work Assistant” which is a severe discrimination and amounts to unfair labour practice. It is also pleaded that the workman had to be given pay grade of Rs.2800/- w.e.f.1/9/2008. For that purpose, the workman had given his representation dated 15/5/2013 to the Management but his request was declined by the Management vide its letter dated 28/5/2013. Thereafter the claimant through the Union vide letter dated 12/6/2013 clarified the position to the Management but to no avail. It is further pleaded that other workers namely Ravi Kumar & Ram Sewak, Plumber/s working in other Divisions of CPWD who had obtained lesser marks in the Test, had also filed their cases against the management for promoting to the post of Work Assistant w.e.f. 30/1/2009. The claimant/workman superannuated from the post of Carpenter on 31/3/2015 but he has not been granted due benefits. The workman has prayed for passing an Award :-

- i) for counting his muster roll service for the purpose of pensionary benefits.
- ii) for payment of arrears in accordance with 5th Pay commission Report for the period from 1/1/2006 to 31/8/2009 on account of selection grade.
- iii) for grant of benefits of 3rd MACP w.e.f.1/9/2008.
- iv) for promotion to the workman to the post of Work Assistant w.e.f.30/1/2009 –the date of promotion of junior workman.

3. Management resisted the claim of the Workman, by filing written statement wherein it has been stated that the claimant worked on muster roll from 15/7/1978 to 19/5/1982, for which period he is not entitled to gratuity. Services of the claimant were regularized on 20/5/1982. The Management has already given him pensionary benefit for rendering service from 20/5/1982 to 31/3/2015 and had already been paid retirement gratuity i.e.16.5 times as per rules. The competent authority had granted 3rd MACP approval in favour of the claimant vide letter dated 2/1/2014. It has been averred that benefits of 5th Pay commission report as well as 3rd MACP have already been given to the claimants as per rules. Case of the claimant for promotion has already been considered as per rules.

4- The claimant filed rejoinder, reiterating his own case as set up in the statement of claim and denied the allegations of the Management.

5- On the pleadings of the parties, following issues were framed on 1/8/2016 :-

- (i) Whether workman is entitled for payment of gratuity ?
- (ii) As in terms of reference.

6- In support of his case, the claimant examined himself as WW1 who tendered his evidence by way of affidavit Ex.WW1/A and relied on documents Ex.WW1/1 to Ex.WW1/7.

5- On the other hand, the Management examined Shri Devi Shankar, Executive Engineer (Construction Division) as MW1 who tendered his affidavit Ex.MW1/A and relied on documents Ex.MW1/1 to Ex.MW1/8.

6- I have heard Shri Satish Kumar Sharma, A/R for the claimant and Shri Y.K.Dubey, A/R for the Management and have also gone through the records carefully. My findings on the above issues are as follows.

Issue No.1 :-

7- During the course of arguments, learned A/R for the claimant fairly conceded that the matter regarding payment of gratuity and pensionary benefits to the claimant for muster-roll period is pending before ALC, Delhi/Competent Authority and as such, he did not press this issue any more. In view of this, there is no need to give any findings on this issue.

Issue No.2 :-

8- Learned A/R for the claimant submitted that although the claimant/workman who had secured 56 marks in the trade test for the post of “Work Assistant” conducted in the year 2002, was not given promotion, however other workmen who had obtained lesser marks were promoted to the post of “Work Assistant” which action of the Management is not only discriminatory but also amounts to unfair labour practice.

9- Per contra, learned A/R for the Management argued that as per recruitment rule/policy of the Management w.e.f.30/7/1978 to January, 2008, promotion to the post of “Work Assistant” was made on merit basis but the claimant was not covered for promotion at that time against existing vacancies due to the fact that he had obtained lesser marks compared to other workers who were promoted to the post of “Work Assistant”. However, the recruitment rule/policy for promotion to the post of “Work Assistant” was made on seniority basis, under which also the claimant was not covered due to his lower seniority compared to other workers who had even got lesser marks than the claimant Nepal Singh in the Trade Test. It is submitted that there has been no discrimination against the claimant rather the promotion has been done as per recruitment rules/policy.

10- It is fairly settled that in service, there could be only one norm for conferment of promotion of persons belonging to the same cadre. No junior shall be confirmed or promoted without considering the case of his senior. Any deviation from this principle will have demoralizing effect in service apart from this being contrary to Article 16(1) of the Constitution.

11- Testimony of WW1 Nepal Singh/claimant is in line with the averments made in the claim petition. From the pleadings of the parties and evidence adduced on record, it is manifest that the Management had conducted Trade Test for promotion to the post of “Work Assistant” in the year 2002 and in that test, the workman/claimant had appeared & was declared successful as he had obtained 56 marks in the competitive departmental trade test. At that time, criteria for promotion to the post of “Work Assistant” was on the basis of merit in the Trade Test. This fact is also evident from the gazette notification dated 30/7/1978 (Ex.WW1/2) issued by the Govt. of India, Ministry of Works & Housing. Recital of the notification Ex.WW1/2 (dated 30/7/1978) shows that Central Public Works Department (Subordinate Offices) Work Assistants and Road Inspectors Recruitment Rules, 1970 (in short “Recruitment Rules”) which were made by the President under rule making power conferred under proviso to Article 309 of the Constitution of India, were amended by the President on 30/7/1978. It is also undisputed fact that upto January, 2008, promotions to the post of “Work Assistant” were made on sole criteria of marks secured in competitive departmental trade test. However, a circular dated 15/2/2008 (Ex.WW1/3) was issued by the Management wherein it was detailed that candidates who have qualified the trade test, would be appointed to the post of Work Assistant **on the basis of their seniority**, instead of their rank in the test. On the strength of aforesaid circular, the Management promoted various persons who even obtained lesser marks than the claimant/workman herein, to the post of “Work Assistant”. It would not be out of place to mention here that circular dated 15/2/2008 (Ex.WW1/3) whereby it was ordered by the Management that candidates/officials who have qualified the departmental competitive trade test, would be appointed to the post of Work Assistant **on the basis of their seniority**, is simply an administrative order and same can not acquire the status of “Recruitment Rules”, inasmuch as same was not issued pursuant to any notification issued by the Government, thereby amending the prevailing Recruitment Rules. It is a matter of record that subsequently, another circular dated 15/5/2009 (Ex.MW1/3) was issued by the Management, wherein it was reiterated that sole criteria for appointment to the post of “Work Assistant” shall be merit in the competitive departmental trade test. It seems that vide circular Ex.MW1/3 (dated 15/5/2009), the Management attempted to rectify its mistake crept vide circular dated 15/2/2008 (Ex.WW1/3). Needless to mention here, during the intervening period from 15/2/2008 to 14/5/2009, various officials/persons were promoted to the post of “Work Assistant” simply on the criteria of seniority. Although the claimant/workman superannuated from service on 31st March, 2015, however the Management did not give him promotion to the post of “Work Assistant”, after he was successful in departmental competitive trade test in 2002 and had secured 56 marks and even after issuance of circular Ex.MW1/3 whereby again it was emphasized that sole criteria for appointment to the post of “Work Assistant” shall be merit in the competitive departmental trade test. In my considered view, action of the Management in promoting those officials/persons to the post of Work Assistant, who had obtained lesser marks in competitive department trade test than that of the claimant herein, was neither legal nor justified, inasmuch as the Management should have taken into consideration their merit in the said Trade Test and criteria for promotion on the basis of seniority was not as per Recruitment Rules. Consequently, the claimant was also entitled to be promoted to the post of “Work Assistant”.

12- Now the question arises for consideration as to from which date the claimant/workman is entitled to be promoted. The claimant/workman has filed on record copies of the Award dated 19/2/2013 (Ex.WW1/7) passed by learned Predecessor of this Tribunal in ID case No.65/2012, whereby the workman Ravi Kumar, Plumber working in CPWD has been directed to be promoted to the post of Work Assistant w.e.f.30/1/2009. He has also filed on record a copy of the reply/information dated 23/12/2010 (Ex.MW1/W-1) furnished under RTI Act by the office of CPWD which shows that the officials at Sl.No.23 to 41 who had obtained marks between 50 to 56 marks in the departmental competitive trade test, were promoted to the post of Work Assistant w.e.f. 30/1/2009. Once the persons/officials who got less marks in the Trade Test than that of the claimant were promoted to the post of Work Assistant w.e.f. 30/1/2009, workman/claimant was also entitled to be promoted as such w.e.f. 30/1/2009.

Relief :-

13. As a sequel to my discussion herein above, this Tribunal has no hesitation to hold that the Management discriminated against the claimant/workman when the officials juniors to him were promoted to the post of Work Assistant w.e.f. 30/1/2009 and as a corollary it is held that the workman/claimant was also entitled to be promoted to the post of "Work Assistant" w.e.f. 30/1/2009 with all consequential/monetary benefits till his superannuation on 31/3/2015. Award is passed accordingly in favour of the workman/claimant.

Dated : 15.05.2019

AVTAR CHAND DOGRA , Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1150.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अखिल भारतीय आयुर्विज्ञान संस्थान, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या. 72/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2019 को प्राप्त हुए थे।

[सं. एल-42012/166/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1150.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2017) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The All India Institute of Medical Sciences, New Delhi & Others, and their workmen which were received by the Central Government on 20/05/2019.

[No. L-42012/166/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, NEW DELHI

ID No.72/2017

Shri Dinesh Kumar,
S/o. Shri Chajju Ram,
R/o. H.No.411, Shahpur Jat,
New Delhi 110049.

...Workman

Versus

M/s. All India Institute of Medical Sciences,
Ansari Road,
New Delhi.

...Management

AWARD

This award shall decide a reference which was made to this Tribunal by the appropriate Government vide letter No.L-42012/166/2019/IR(DU) dated 24.03.2017 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

“Whether the action of the management of AIIMS in terminating the services of the workman Shri Dinesh Kumar s/o. Chajju Ram is illegal and/or unjustified and if so, what directions are necessary in this respect and what relief is he entitled to ?”

2. Both parties were put to notice and the claimant/workman Dinesh Kumar filed his statement of claim with the averments that he had been working as hospital attendant in AIIMS since 1984 as daily wage worker and worked as such with best of his capacity and enthusiasm till September, 2013. It is pleaded that in between in 2012 he became seriously ill and even his daughter also suffered serious illness with abdominal diseases and as such he could not attend to his duties and remained absent from his workplace due to his illness but he kept informing the Competent Authority about his absence from duty. When his health got improved a bit, he went back to his workplace to join duty on 7/9/2013 and worked there till 24/9/2013. However, on 25/9/2013 when he reached his workplace, he was handed over a termination letter by the Management and was told to sign a paper. The workmen being not very much educated, signed the same and then he was told to leave the workplace. Thereafter he approached several Officers for restoration of his job at AIIMS but to no avail. Ultimately he approached the ALC on 2/7/2015 to get justice but conciliation proceedings yielded no result due to non cooperative behavior and conduct of the Management. Prayer has been made for his reinstatement into service with direction to the Management to pay minimum wages with PF, gratuity etc. and all other statutory benefits with retrospective effect.

3- Perusal of the record shows that in response to the notice issued to the Management, one Shri B.P.Gupta., A/R for the Management appeared before this Tribunal on 13/6/2017 and thereafter the Management opted not to participate in the proceedings. Even no reply/written statement was filed on behalf of the Management despite the fact that matter was adjourned time and again. Ultimately, the matter was proceeded ex-parte against the Management vide order dated 4/4/2018.

4- In order to prove his case, the claimant examined himself as WW1 and filed his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to Ex.WW1/8. He deposed that contents of his affidavit are correct.

5- Testimony of the claimant is in line with the averments made in the claim petition. He has filed on record various documents viz. Ex.WW1/1 – copy of reference order dated 24/3/2018 as Ex.WW1/1; copy of declaration given to the Management/AIIMS regarding his home town as Ex.WW1/2; copies of pay slips issued to him by AIIMS as Ex.WW1/3 (colly.); copy of termination letter dated 25/9/2013 as Ex.WW1/4; medical papers regarding his own illness as Ex.WW1/5 (colly.) and regarding illness of his daughter Jyoti as Ex.WW1/6 (colly.); copies of letters dated 9/10/2013 and 17/10/2014 (as Ex.WW1/7 colly.) which Shri Mahender Singh Mahra, the then Member of Parliament (Rajya Sabha) and Shri Gulshan Rai Virmani, the then Addl.Private Secretary to Minister of Health & Family Welfare, Govt. of India had sent to the Medical Supdt., AIIMS regarding reinstatement of his services, and certificate regarding failure of Conciliation report as Ex.WW1/8. Testimony of the claimant has gone un rebutted and unassailed.

6- Perusal of failure of conciliation report Ex.WW1/8 shows that as against the representation/industrial dispute dated 2/7/2015 raised by the claimant/workman herein, the Management had filed its reply, stating that

“The workman has been in the habit of absenting himself from duty frequently, without seeking prior permission or prior sanction of the leave from the competent authority. He absented himself unauthorisedly in various spell. He was issued several explanation letters and was advised to report for duties besides calling upon to explain as to why action as deemed fit should not be taken against him on account of his unauthorised absence from duty. He was also advised that in case he was sick he should submit the medical certificate from the GDMO (EHS) or civil surgeon. His frequent absence caused dislocation of work. He was working as Hospital Attendant having temporary status and failed to maintain devotion to duty and therefore, has been terminated from service vide letter dated 29.5.2013 under the provisions of clause 7 of the Casual Labourer (Grant of Temporary Status and Regulation) Scheme, 1993.”

7- From the testimony of the claimant as well as documents filed on record especially the documents Ex.WW/2 to Ex.WW/4, it is manifest that the claimant had been working with the Management as Hospital Attendant since 1984 and he was being paid wages/pay & allowances in a fixed pay-scale and he was granted annual increments to his basic pay and accordingly, dearness allowance & other allowances used to be paid to him. In February, 2013 he was getting basic pay of Rs.7270/- with grade pay of Rs.1300/- and his gross pay/salary was Rs.17455/- per month. This shows that the claimant had been working uninterruptedly as a regular employee of the Management, though according to the Management he was serving as temporary employee. Be that as it may, the fact remains that the claimant herein falls within the definition of workman as defined under Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Courtt 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of “workman” has observed as under :-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a

person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. As such, there exists relationship of Employer-employee between the Management inasmuch the claimant worked under the Management from 1984 till 24/9/2013.

8- It is evident from document Ex.WW1/4 (termination letter dated 25/9/2013) that the services of the claimant herein were terminated forthwith in pursuance of clause 7 of the Casual Labourer (Grant of Temporary Status and Regularization) Scheme, 1993 and it was provided that the claimant shall be entitled to claim a sum equivalent to the amount of his pay plus allowance for a period of one months in lieu of the notice. In this letter Ex.WW1/4, no reason has been specified by the Management for termination of services of the claimant, excepting that his status was that of a temporary employee. However, in the conciliation proceedings, the Management had taken a plea about unauthorized absence of the claimant/workman which is so apparent and elucidated above from document Ex.,WW1/8. The claimant has filed on record medical papers (Ex. WW1/5 and Ex.WW1/6 – colly.) regarding illness & treatment of himself and his daughter Jyoti at AIIMS Hospital from 12/10/2011 to 15/7/2013 and onwards, These documents substantiate the version of the claimant that he was unable to attend his duties due to ill-health of himself and his daughter Jyoti (who was aged 16 years in the year 2012). Even if it is assumed for the sake of argument that the claimant/workman was absent from duty unauthorisedly prior to the period when his services were terminated by the Management, in that eventuality also, it was incumbent upon the Management to issue call back notice to the claimant so as to enquire about his absence from duty or to hold an inquiry against him for absenting himself from duty, inasmuch as the claimant had been working with the Management for the last about 28 years prior to termination of his services. Even after termination, the claimant got issued letters Ex.WW1/7 from which it cannot be inferred that the claimant had any intention to relinquish or abandon his services. The version of the claimant/workman that he remained absent from his workplace in the year 2012 but he kept informing the Authority about his absence/leave, has gone unassailed and un rebutted. The Management has not adduced any evidence to show that any call back notice was issued to the claimant/workman or that domestic enquiry was conducted against the workman prior to his termination. It emerges that the Management has dismissed the workman not in good faith but in the colourable exercise of its rights and same is unfair labour practice under Section 2(ra) of the Act read with item 5 of the Fifth Scheme thereof. In these circumstances, this Tribunal is of the considered view that the action of the Management in terminating the services of the workman/claimant was illegal and unjustified.

9- Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. Testimony of the claimant that he continuously worked with the Management from 1984 till 24/9/2013, has gone un rebutted. The job of the workman as Hospital Attendant is considered to be of perennial and regular nature. However, the workman/claimant has neither pleaded nor testified that he is unemployed or has got no source of livelihood and as such, to my mind, the workman herein is not entitled to any back wages. It is fairly settled that for claiming back wages, onus is upon the claimant to plead and prove that he is not gainfully employed.

10- The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages.** If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

11- A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of

service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

12. In the case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018** (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

13- Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, inasmuch as termination of the claimant/workman is per-se illegal. Award is passed accordingly in favour of the claimant and against the Management.

Date : 13.5.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1151.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सरकार सरकार मेसर्स महाप्रबंधक, होटल कॉर्पोरेशन ऑफ इंडिया, आईजीआई एयरपोर्ट, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या. 82/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.05.2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1151.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2015) of the Central Government Industrial Tribunal cum-Labour-Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Hotel Corporation of India, IGI Airport, New Delhi & Others, and their workmen which were received by the Central Government on 20.05.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1:
NEW DELHI

ID No. 82/2015

Shri Bhagwan Dass
S/o. late Shri Chunni Lal,
working as Loader with M/s. Chefair (a unit of
Hotel Corporation of India Ltd.)
As represented by
Delhi Labour Union,
Agarwal Bhawan, GT Road,
Tis Hazari, Delhi 54.

... Workman

Versus

The Management of Hotel Corporation of India,
Through its General Manager,
IGI Airport,
Gurgaon Road,
New Delhi 110037.

...Management

AWARD

This award shall decide a claim petition directly filed by the claimant/workman under Section 2-A of the Industrial Disputes Act, 1947 (in short the Act) for his reinstatement into service with continuity of service and full back wages alongwith all consequential benefits as well as cost of litigation.

2. **Admitted facts of the case**, as per averments made in the claim petition and the written statement filed on record are that the workman joined into the employment of Management on 1/12/1977 as a Loader and his services were terminated in March, 1988. The workman/claimant raised an Industrial Dispute (bearing **ID No.169/90**) and the Labour Court passed an Award holding termination of his services to be illegal and the Management moved Hon'ble High Court by filing CWP No. 1052/2003 and in the proceedings matter was amicably settled. As such, the Management reinstated the workman in service in the year 2003 and he continued to work with the Management for about 10 years. He attained the age of 58 years as on 30.4.2014.

3. It is pleaded by the workman/claimant that his services were illegally discontinued/ terminated w.e.f. 1.5.2014 vide letter dated 17.4.2014 inasmuch as the workman was simply working on casual basis and there is no question of retirement age of casual employee. His termination has been made without issuance of any memo, charge sheet and without issuance of any notice or notice pay or service compensation. As such, his termination is in violation of principle of natural justice as well as Section 25-F, G and H of the Act read with rule 76, 77 and 78 of the Act. Demand notice dated 15.5.2014 was issued to the Management but to no avail. It is pleaded that the workman is unemployed since the date of his illegal termination w.e.f. 1/05/2014.

3. The statement of claim has been resisted by the Management who filed written statement and took preliminary objections that the claimant has not approached the Tribunal with clear hands. It is alleged that as per clause 94 of the Hotel Corporation of India Employees' Service Regulations, the age of retirement of the employees has been rolled back to the age of 58 years from existing age of 60 years. The change in policy of the age of superannuation and the age of retirement was in compliance of the Cabinet decision and directives from the Govt. of India vide letter dated 23.10.2013 and the said decision was intimated to the employees of the Management through staff notice dated 31.1.2014 as well as administrative notice dated 11.2.2014. It is also alleged that service of the claimant were discontinued w.e.f. 1.5.2014 **as he attained the age of 58 years on 30.4.2014**. Prayer has been made for dismissal of the claim petition with exemplary costs.

4. Rejoinder was filed on behalf of the claimant whereby he reaffirmed the averments as made in the claim petition and denied the allegations made in the written statement.

5. On the pleadings of the parties, following issues were framed on 14.1.2016 :-

- i) Whether termination of the workman by the management is illegal and in violation of provisions of Section 25-F, G and H of the Industrial Disputes Act, 1947 ?
- ii) Whether the petition is not maintainable in view of the preliminary objections ?
- iii) Relief.

5. The workman /claimant examined himself as WW1 who tendered his evidence by way of affidavit Ex.WW1/A & relied on documents Ex.WW1/1 to Ex.WW1/17.

6. On the other hand, the Management examined one Shri Arvind Kumar Shahi, Senior0 Asstt. Manager (Personnel) who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/3.
7. I have heard Shri Rajiv Aggarwal, A/R for the claimants and Shri S.P.Das, A/R for the Management. I have also gone through the records carefully. My findings on above issues are as follows.

Issue No.1 to 3 :-

8. All these issues are taken up together as the same can be disposed of together by common discussion.
9. The testimony of the claimant is in line with the averments made in the claim petition. It is undisputed fact that the claimant was working under the Management on the post of Loader as casual/temporary employee and he worked w.e.f.1/12/1977 and his services were disengaged w.e.f.1/5/2014 as he attained the age of 58 years as on 30/4/2014. As such he was a workman within the definition of Section 2(s) of the Act. It is fairly settled that there is no distinction in industrial law between a permanent employee and a temporary employee and so long as the person is employed to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, he is a workman under the I.D.Act and will get the benefits of that Act. Reference in this respect may be made to the decision of our own High Court in the case of **Delhi Cantonment Board Vs. CGIT and others, (2006) III LLJ 752 Delhi.** As such, it is held that the claimant was the workman within the definition of Section 2(s) of the Act and the claim petition is maintainable before this Tribunal.
10. Perusal of the record shows that the Management vide staff notice dated 31st January/3rd February, 2014 (Ex.MW1/1) had informed and notified its all employees that w.e.f.1st March, 2014, the age of retirement of 60 years as currently applicable to all the employees of the Company shall be rolled back to 58 years and accordingly, Regulation No.94(1) of HCJ Employees' Service Regulation in respect of age of retirement stands amended to 58 years after 1/3/2014. MW1 Arvind Kumar has clarified in the cross examination that **though no notice was given to the workman separately**, however general notice was displayed on the Notice Board under Section 9-A of the ID Act. He admitted that rules as per document Ex.MW1/2 are applicable to the permanent employees of the Management. There are no service regulations qua casual/daily wage workers including the workman. There is also no specific regulation or office order showing the age of retirement of the workman/claimant. He denied the suggestion that Management terminated the services of the workman by adopting unfair labour practice, by hire and fire policy and in utter haste.
11. Now, short question arises for consideration is whether roll back of the age of retirement of its workers, **particularly the claimant/workman herein**, by the Management from 60 years to 58 years amounts to **change in the conditions of Service in respect of any matter specified in the Fourth Schedule**, for which notice is required to be given to the workmen likely to be affected. It is pertinent to mention here that Section 9-A of the Act requires an employer to give notice in respect of any of the matters, as specified in Fourth Schedule, if the workmen is likely to be effected by such change. It is worthwhile to mention here that the object of Service Rules and Certified Standing have different objects in regulating the service conditions of the employees, whereas the object of Section 9-A of the ID Act is that the employee/s should not be condemned prior to hearing their stand. It is a right of an employee that he be heard before affecting any of his rights adversely on the basis of principle of natural justice. To my mind, change in superannuation/retirement age is a part of service conditions of an employee and reduction in superannuation age is effect adverse to the interest of workmen. It is clearly mentioned in Section 9-A of the Act that before changing either of the things as envisaged in the Fourth Schedule, prior notice must be given to the employee.
12. Issue involved in the present case is the same as arose in the case of **Pradeep Phosphates Ltd. Vs. State of Orissa & others, 2018 LLR 1093**, wherein grievance of the Trade Union before the Tribunal was that withdrawal of the age of superannuation i.e. restoration of the age from 60 years to 58 years, amounts to contravention of clause 8 of the Fourth Schedule, hence employer was bound to give prior notice which employer cannot escape. Therefore, action of the employer was bad in law and liable to be set aside which was eventually upheld by the Tribunal and the Hon'ble High Court. The appeal preferred by the establishment M/s Pradeep Phosphates Ltd. before the Hon'ble Supreme Court was dismissed and it was observed by their Lordships that:-

“20. Undoubtedly, it is a cardinal principle of law that beneficial law should be construed liberally. The Industrial Disputes Act, 1947 is one of the welfare legislation which intends to provide and protect the benefits of the employees. Hence, it shall be interpreted in a liberal and broad manner so that maximum benefits could reach to the employees. Any attempt to do strict interpretation would undermine the intention of the legislature. In a catena of cases, this Court has held that the welfare legislation shall be interpreted in a liberal way.

25. No doubt, the enhancement of the superannuation age was temporary in nature in order to achieve certain objections and also it is not deniable that yet employees would be governed by the Service Rules and the Certified Standing Orders which were not amended. However, if we allow the plea of appellant-Company then it would defeat the object of legislature because legislature could never have intended that employees would be condemned without giving them right of reasonable hearing. Naturally every employee is under the expectation that before reducing his superannuation age, he would be given a proper chance to be heard. Right to work is a

vital right of every employees and it should not be taken away without giving reasonable opportunity of being heard, otherwise it would be an act of violation of the constitutional mandate of law....

27. To sum up, we are of the view that at the very moment when the order of enhancement of superannuation of the employees came into force though temporary in nature, it would amount to privilege to employees since it is a special right granted to them. **Hence, any unilateral withdrawal of such privilege amounts to contravention of Section 9-A of the Act and such act of the employer is bad in the eyes of law.**

13. Having regard to the ratio of above decision of Hon'ble Apex Court and the provisions of Section 9-A of the Act, it was incumbent upon the Management herein to give separate notice to the workman, prior to effecting change of superannuation age of its workers from 60 to 58 years as it intended to affect their valuable right to work. Though it has come in the evidence of MW1- Arvind Kumar Shahi, formal/general notice under Section 9-A of the Act was displayed on the notice board regarding reduction of the superannuation age of the workers, however, he has conceded that the notice was not personally or separately served upon workman/claimant. In such circumstances, it can not said that there is compliance of the provisions of Section 9-A of the Act in respect of review/reduction of superannuation age of the workers. This action of the Management being in contravention of Section 9-A of the Act can not be sustained in the eyes of law and liable to be set aside. Consequently it is held that impugned termination/disengagement of services of the claimant/workman by the Management w.e.f. 1.4.2014 is arbitrary, unjust and illegal.

14. Now the residual question is whether the claimants/workmen are entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. The claimant has pleaded and testified that his services were terminated by the Management without giving any notice, notice pay or service compensation and hence same is in violation of Section 25-F, 25-G and 25-H of the Act. The claimant has also pleaded and testified that he is totally unemployed since the day of his illegal termination i.e. w.e.f.1/5/2014. The Management has not adduced any evidence to show that the workman/ claimant is gainfully employed. Even MW1 has admitted that the Management does not have any evidence or material to show that workman is gainfully employed elsewhere after 3.4.2014. It is worthwhile to mention here that the claimant/workman was supposed to superannuate on 30.4.2016 at the age of 60 years, had his services were not terminated w.e.f.1/5/2014 due to reduction of age of retirement from 60 years to 58 years. As such, question of reinstatement of the claimant into service does not arise at this stage. In the peculiar facts and circumstances of the case, this Tribunal is of the firm view that the claimant herein is entitled to get full back wages for the period from 1.5.2014 to 30/4/2016 with all consequential benefits. Award is passed accordingly against Management.

Date : 8.5.2019

AVTAR CHAND DOGRA , Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1152.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, भारत संचार निगम लिमिटेड, यवतमाल (एम. एस.) दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 06/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुआ था।

[सं. एल-40011/07/2015-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1152.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2015) of the Central Government Industrial Tribunal cum Labour Court Nagpur , as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Limited, Yavatmal (M.S.) & Others, and their workmen which were received by the Central Government on 11 .06.2019.

[No. L-40011/07/2015-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE
BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/06/2015-16

Date: 25.03.2019

Party No.1 : The General Manager,
 Bharat Sanchar Nigam Limited,
 BSNL complex, Dhamangaon Road,
 Yavatmal (M.S.) – 445001.

Versus

Party No.2 : The Secretary,
 BSNL Labour & Contract Labour Union (CITU),
 Flat No. 29, Nagar Parishad,
 Sulbhewar Market, Lokhandi Pool,
 Godam File, Yavatmal (M.S.) – 445001.

AWARD

(Dated: 25th March, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bharat Sanchar Nigam Limited and their union, BSNL Labour & Contract Labour Union (CITU), for adjudication, as per letter **No.L-40011/07/2015 IR (DU) dated 20.05.2015**, with the following schedule:-

“Whether the action of the management of M/s S. R. Prasad/BSNL in terminating from the service of workmen w.e.f. 02.05.2014 is illegal, arbitrary and violation of the Section 25 F of ID Act, 1947? If yes, to what relief the workmen are entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. The petitioner/union (in short “Party No. 2”) filed statement of claim and the management (in short “Party No. 1”) filed their written statement. Respectively. On 07.02.2019, Party No. 2 filed an application to withdraw the reference, which is marked as I.A. No. 1. In support/identification, Secretary of the union/Party No. 2, Shri Vishnu R. Wankhede filed photocopy of his I.D. At that time, nobody appeared on behalf of the Party No. 1. So, application I.A. No. 1 is allowed. Reference is treated as withdrawn. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1153.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कलकत्ता टेलीफोन, कोलकाता, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या. 04/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.05.19 को प्राप्त हुआ था।

[सं. एल-40011/13/2006-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1153.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2007) of the Central Government Industrial Tribunal cum Labour Court Kolkata as shown in the Annexure, in the Industrial dispute between the employers in relation to the Calcutta Telephones, Kolkata & Others, and their workmen which were received by the Central Government on 25.05.19.

[No. L- L40011/13/2006-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 04 of 2007**Parties:** Employers in relation to the management of Calcutta Telephone**AND****Their workmen****Present:** Justice Ravindra Nath Mishra, Presiding Officer**Appearance:**

On behalf of the Management : Mr. Sushil Kumar Karmakar, learned counsel

On behalf of the Workmen : Mr. Madhusudan Dutta, learned counsel

Dated: 15th May, 2019.

Industry: Telephone.

AWARD

Consequent upon refusal of Shri Amit Kumar Sarkhel, Shri Naba Kumar Hazra, Shri Salil Kumar Das, Shri Abhijit Bhattacharjee, Shri Monoranjan Ghosh and Shri Bidhan Chandra Nandy by the management of Calcutta Telephones for continuous appointment, a dispute arose which has been referred by the Central Government to this Tribunal for adjudication vide Order No.L-40011/13/2006-IR(DU) dated 15.02.2007 in the following terms:

“Whether the demand of Shri Amit Kumar Sarkhel, Shri Naba Kumar Hazra, Shri Salil Kumar Das, Shri Abhijit Bhattacharjee, Shri Monoranjan Ghosh and Shri Bidhan Chandra Nandy for continuous appointment under the management of BSNL, Kolkata is legal and justified? If yes, to what relief the above workmen are entitled and from which date(s)?”

2. After receipt of reference notices were issued to the parties to file their respective pleadings whereupon the above named six workmen filed their statement of claim pleading therein that they were appointed as casual labourers in the year 1991 and since the initial dates of their appointment, they have been doing the jobs of perennial nature which are necessary for carrying out day-to-day function of the authority and are normally done by permanent workmen. It is also stated that in normal course of business they used to sign attendance register kept in the office and wages were paid to them through ACG-17 vouchers on the basis of attendance recorded in the register. The attendance register and ACG-17 vouchers were kept in the custody of Sub-divisional Officer (Phones). The services of the above workmen are utilized by the department for giving service to the public for which they are required to work and perform the road patrolling duty as Helper to the Lineman in outdoor duties. They also discharge duty of Peon/Bearer/Driver etc. According to ACG-17 scheme and the general practice followed by the department, the casual labourers who had completed 240 days of work in a year, would be absorbed as permanent workmen. In departmental correspondence between A.E., Staff and Senior A.E., Phones the names of casual labourers who had been working on muster roll and also under ACG-17 scheme were also sent to the A.E., Staff, Calcutta Telephones for recruitment and they were assured by the concerned authority that they would be absorbed on the basis of aforesaid list. The workmen concerned made several written representation before the authority concerned for their regularization in service. Though the authorities admitted their claim to be *bona fide* but did nothing with a motive to harass them, whereas similar other casual labourers who were engaged much later than the concerned workmen and who has much lesser number of working days were given the status of daily rated mazdoor and thereafter permanent absorption, but the concerned workmen inspite of having seniority and rendering service for many years, were not favoured with the benefit of status of daily rated mazdoor and were not absorbed permanently. Thus action of the management in not regularizing their services is alleged by these workmen to be illegal, *mala fide* and unjustified.

3. The management of Calcutta Telephones filed its written statement pleading *inter alia* that the reference is not maintainable since Shri Amit Kumar Sarkhel has no legal or representative character to espouse the cause or grievance of other employees. The concerned workmen were engaged as casual workers on contract basis. Gate passes were issued to them keeping in view of the exigency of work, but it is denied that the jobs which they were doing were of perennial in nature. The nature of their job was routine job. There was no attendance register for casual workers. Wages were paid on ACG-17 form prescribed by the Central Government which known as vouchers. The concerned workman did not work for 240 days. The plea of the workmen concerned that they have been working continuously and without any break are incorrect and without any basis, therefore, there is no question of their absorption. There was no scheme in the name of ACG-17. It is a prescribed form for payment of remuneration for engagement of casual workers for accounting purposes only. The permanent absorption depends upon permanent or regular posts and in absence thereof there is no scope for absorption as against regular vacancies.

4. On behalf of the workmen concerned WW-01, Shri Abhijit Bhattacharjee and on behalf of the management MW-01, Shri Tapas Kumar Ray and MW-02, Shri Navendu Samanta have been examined. Apart from this, some documentary evidences have also been filed by both the parties, which shall be referred at the relevant place.

5. The management of Calcutta Telephones at the very outset has challenged the maintainability of reference on the ground that the dispute in question is not an industrial dispute and the workman, Shri Amit Kumar Sarkhel has no representative character to espouse the cause of other workmen.

6. Taking up the point of maintainability of the reference first, it is undisputed fact that the six casual workmen have filed a combined statement of claim and they are jointly contesting this case. Admittedly their case has not been espoused by any union. A dispute may initially be an individual dispute, but it may become an industrial dispute, if it is espoused by a union. When cause of the workmen is not espoused by any union, the question arises whether the workmen who are party to the case can themselves form a group so as to convert their individual dispute into the industrial dispute?

7. In **The Bombay Union of Journalists v. The Hindu, Bombay**, 1961-II-LLJ 436 the Hon'ble Supreme Court has held that

"In each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference the dispute was taken up as supported by the union of workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen"

In above case law at the material point of time the establishment of The "Hindu" had besides the aggrieved workman, only nine employees, out of them seven were serving at the administrative side and two were journalists. The aggrieved workman and one more were members of Bombay Union of Journalists, the second was not a member of the union. The union was a trade union, membership of which was open to all persons who were dependant for their livelihood upon the practice of journalism etc. Thus including the aggrieved workman, there were only three working journalists. One of them had raised the dispute. According to the Hon'ble Apex Court if out of the remaining two journalists one had supported the cause of aggrieved workman, it would be an industrial dispute. Thus according to the above case law even one workman out of the two was considered to be appreciable number of workmen which shows that it is not the number of workmen but the representative character of the group of workmen which is material to convert an individual dispute into industrial dispute.

8. In **Workmen v. Dharmal Prem Chand**, AIR 1966 SC 182 Hon'ble the Apex Court held

- that notwithstanding the width of the words used in Section 2(k) of the Act of 1947 a dispute raised by an individual workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by a number of workmen;
- that the union may validly raise a dispute though it may be a minority union of the workmen employed in the establishment;
- that if there was no union of workmen in an establishment, a group of employees can raise the dispute which become an industrial dispute, even though it is a dispute relating to an individual workman and lastly
- that where the workmen of an establishment have no union of their own and some of them have joined union of another establishment belonging to the same industry, if such a union takes up the cause of the workman working in an establishment which has no union of its own, the dispute would become an industrial dispute if such a union claimed a representative character in a way that its support would make the dispute an industrial dispute.

9. Discussing the principles of law propounded in **Bombay Union of Journalists** (supra) and **Workmen of M/s. Dharmal Prem Chand** (supra) the Hon'ble Calcutta High Court in **M/s. Reckitt & Colman of India Ltd. v. Fifth Industrial Tribunal & Ors.**, 1980 LAB. I.C. 92 has further elaborated the representative character of union or the group of workmen. In this case 12 out of 18 car drivers had raised the dispute supported by the union, but the question involved in this case was whether the 18 car drivers should be taken to be the total number of workmen for the purpose of considering whether a substantial number of workmen had raised the dispute? The Hon'ble Court was of the opinion that as soon as it is held that the drivers form a distinct category and are in a position to affect the industry, the total number of workmen should be the total number of such workmen forming the particular class or category, the drivers. The Court treated the 12 car drivers who had raised the dispute to form a substantial part of total number of 18 drivers. The Hon'ble Court also endorsed the test laid down in its earlier decision in **Mitsubishi Sholi Kaisha Ltd. v. The Tenth Industrial Tribunal of West Bengal**, (1972) 76 Cal WN 753 as to whether the group of workmen are in such a position as to affect or impede the smooth operation of the company by raising a dispute, if yes, then it is an industrial dispute.

10. Now coming to the facts of the present case, the six workmen who have raised the present dispute were appointed as casual workers. WW-s01, Shri Abhijit Bhattacharjee has stated in his cross-examination that none of the

workmen including him belong to any workmen union. There are 24 to 25 workers in the unit where he is working, doing the same nature of job as he is doing. Thus applying the ratio laid down in above case law of **M/s. Rekitt & Colman** (supra) these 24 to 25 persons working in the unit and doing the same nature of job, should be taken to be the total number of workmen for the purpose of considering whether a substantial or appreciable number of workmen have raised the dispute. The dispute under reference has been raised by approximately 1/4th of the total number of workmen. Hence by no stretch of imagination, these six workmen who have raised the present dispute can acquire the representative character of the total number of workmen. There is nothing on record to show that these six casual workmen can affect or impede the smooth functioning of the establishment. Therefore, their individual dispute cannot be converted into an industrial dispute and resultantly the reference is not maintainable for the above reason.

11. As this Tribunal has no jurisdiction for want of a valid reference, finding on factual merit of the case is not required.

12. An Award is passed accordingly.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1154.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कमांडिंग ऑफिसर, डिफेंस सिक्योरिटी कोर टूप्स ऑल, बरमल, ओडिशा और एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या. 23/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/02/19 को प्राप्त हुआ था।

[सं. एल-14012/08/2012-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1154.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2013, of the Central Government Industrial Tribunal-cum-Labour Court Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commanding Officer, Defence Security Corps Troops All, Badmal, Odisha & Others, and their workmen which were received by the Central Government on 27/02/2019.

[No. L-14012/08/2012-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBANESWAR.

L.D Case No.23 of 2013

Date of passing of award 05.02.2019

Present: Sri B.C.Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar.

Between :

1. The Commanding Officer,
Defence Security Corps Troops All,
Ordnance Factory, Badmal,
Odisha-767770.
2. The General Manager,
Ordnance Factory,
At/P.O./Dist. Badmal,
Odisha-767770.

... Ist. Party Management

Versus

Sri Paleswar Barik,
S/o. Sri Magan Barik,
Vill: Bhadra (Nua Basti), P.O. Badamal,

(Gandapatrapali), P.S. Saintala,
Dist. Bolangir, Odisha.

...2nd Party Workman.

Appearance::

For the Ist Party Management - None
For the 2nd Party workman - Self

AWARD

This award is directed against the Industrial Dispute referred by the Government of India Ministry of Labour vide its order No.L.14012/08/2012-IR(DU) dated 21.2.2003 in exercise of its authority conferred by clause(d) of sub-section (1) and sub section(2A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) for its adjudication and the term and schedule of the reference is :-

(1) “Whether the action on the part of the mgt of GM, Ordnance Factory, Badmal in not re-engaging Shri Paleswar Barik As Safai Wala and not considering him for regularisation in the post of Sweeper/Safai Wala is legal and justified”? If not, what relief the workman is entitled to” ?

2. The case of the 2nd Party Workman, who has raised the dispute before the Labour Machinery is that he was appointed as a Sweeper on Casual basis under the Ist Party Management in the year 1992 and he worked as such till the year 2002. He was retrenched from service without following the due procedure as laid down in the Industrial Disputes Act. Three other persons namely Chaitan Tali, Linga Seth and Sashi Barik were given appointments subsequently over looking his claim. Though, he applied for a job of Sweeper in the year 2001, 2004, 2005, the above named persons were given preference and principles of first come and last go as well as provisions of Section 25(h) were violated while inducting the above three persons. Hence the dispute.

3. On being noticed the Ist. Party Management appeared and filed its written statement denying the allegations in toto. It is the stand of the Ist Party /Management that the disputant was never engaged directly by the Ist Part Management. His service as a Sweeper might be hired by the Contractors who were entrusted the cleaning job on tender basis. There was no employer and employee relationship between the workman and the Management and as such question did not arise for his retrenchment or removal from service. Hence, prayer has been made for rejection of the claim statement. It may be mentioned here that after filing the written statement the Management did not take any step during hearing of the case as a result he was set exparte and the matter was heard exparte.

4. The sole point for determination is whether the 1st Party Management terminated the service of the 2nd party workman without following the procedure as laid down under the Industrial Disputes Act.

5. In order to substantiate his claim the 2nd party workman has examined himself as W.W. No.1 and filed documents like the Copy of the Complaint dated.27.12.2011. Copy of letter dated.20.4.2010, Copy of the Letter dated.30.5.2010, copy of temporary pass for Civilians, copy of experience certificate, copy of temporary pass and experience certificates which are marked as Exts.1 to 5, Exts.5/1 to 5/8 respectively, copy of caste certificate, copy of School leaving certificate issued from the School., Copy of Certificate issued by the O.I.C. Laxmisagar P.S.. copy of workman's representation and copy of complaint of workman to LEO(C) Titlagarh which are marked as Exts.6 to 10 respectively.

6. In his uncontroverted and unchallenged testimony advanced in the form of sworn affidavit the disputant workman has repeated the version pleaded in his statement of claim. According to him he was employed in the year 1992 and his service was terminated long back. Some other persons were engaged through service provider from time to time though he had a preference right for such engagement. He has also testified that the Management committed illegality by refusing employment to him either directly or indirectly. In support of his assertions he has filed the experience certificates allegedly given by some officers of the Ist Party Management. No other document or credible oral evince has been adduced to establish that he was ever given appointment by the 1st Party Management and he was its employee. Law is well settled that the initial burden lies on the 2nd party workman to establish the relationship of employer and employee between the parties. In order to establish the violation of provisions of Section 25(f) the applicant workman has to establish that he was an employee of the Ist Party Management, (ii) he worked for more than 240 days continuously in a calendar year preceding to his retrenchment/disengagement. There was no compliance of the provisions of Section.25(f) of the Act. Neither the pleadings in the statement of claim nor the assertions in the sworn affidavit filed towards examination in chief of the applicant workman reveals the date and month of his joining in the Ist Party Management or the date, month and year of his retrenchment. There is no specific assertion in his testimony to suggest that he worked for 240 days continuously in a calendar year preceding to his retrenchment/termination. Not a single scrap of paper except Xerox copies of some certificates issued individually by some persons allegedly working in the Ist Party Management have been filed. But, they are not authentic documents to lead a conclusion that the disputant was working as a Sweeper in the Ist Party establishment. No appointment letter or termination letter is filed to show that the disputant workman was given appointment by the Ist Party Management either temporarily or causally. Similarly there is no document to show that the Management had ever retrenched the disputant from service. Not a single scrap of paper is also filed to establish that wages was paid to the disputant by the 1st Party Management.

7. When the initial burden to show that the 2nd party is a workman of the Ist Party Management is not discharged by the workman, the Management can not be said to have violated any provisions of the Industrial Disputes Act by giving appointment to some freshers after inviting applications from willing candidates. On the other hand it is emerging from the pleadings of the parties as well as the evidence of the workman that he and others were applicants for certain posts in the first party Management. Those three persons were given appointment on account of their selection. In that view of the matter the workman has also failed to show that provisions of Section 25(g) and 25(h) were violated when fresh recruits were engaged by the Ist Party Management. Thus, there is no absolute material or credible evidence before the Tribunal to hold that the General Manager Ordnance Factory has violated the provisions of I.D. Act by refusing re-engagement to the disputant workman. Similarly, he has not committed any illegality for not taking any steps to regularise the service of workman. Hence, the statement of claim stands rejected being found devoid of any merit.

The reference is answered accordingly.

B.C. RATH, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सीईओ और प्रबंध निदेशक, बजाज आलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड, यरवदा, पुणे, महाराष्ट्र और एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 86/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/02/19 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1155.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2017, of the Central Government Industrial Tribunal cum Lab our Court Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to The CEO and Managing Director, Bajaj Allianz Life Insurance Co.Ltd , Yerawada, Pune, Maharastra & Others, and their workmen which were received by the Central Government on 27/02/2019.

[No. L- 42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBANESWAR.

Industrial Dispute Case No.86 of 2017

Date of passing of Award 05.02.2019

Present: Shri B.C.Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal,
Bhubaneswar.

Between:

1. Tarun Chugh,
CEO and Managing Director,
Bajaj Allianz Life Insurance Co.Ltd.,
GE Plaza, Airport Road, Yerawada,
Pune, Maharastra, Pin-411006.
2. Ruben Salvadoray,
Chief Human Resource Officer,
Bajaj Allianz Life Insurance Co.Ltd.,
GE Plaza, Airport Road, Yerawada,
Pune, Maharastra, Pin-411006.
3. Prabir Ranjan Prusty,
Regional Head,

Bajaj Allianz Life Insurance Co.Ltd.,
2nd. Floor, Subhra Plaza,O.T. Road,
Above Axis Bank, Balasore-756001.

...First Party- Management

Versus

Shri Saroj Kumar Panda, aged about 47 years,
S/o Sri Brundaban Panda,
At/P.O.Avana, District-Balasore,
Odisha.756051.

...2nd. Party Workman

Appearances:-

For the First Party Management : None
For the 2nd. Party workman : Self

AWARD

This award arises out of the Statement of Claim presented by Sri Soroj Kumar Panda resorting to the provisions of Section 2-A(2) of the Industrial Disputes Act,1947(hereinafter referred to as the Act.).

2. The case of the applicant as revealed from his statement of claim is that he was appointed on 9.5.2006 as the Branch Accountant in the Management Company of Bajaj Alliance Life Insurance Company Ltd. and joined at branch office of the Company at Balasore on 5.6.2006. He was discharging his duty with all diligence and sincerity and in recognition of his outstanding performance he was promoted to the post of Senior Divisional Accountant in Grade LIA with effect from 1.4.2009. Though he was promoted and re-designated as Senior Divisional Accountant, he was discharging the same duty like Branch Accountant. According to him his designation as Senior Divisional Accountant was again re-designated as Business Supporting Officer with effect from 1.8.2014. He was transferred from Finance Department to Sales Administration with effect from 1.1.2015. Though he was designated as Business Supporting Officer, he was not discharging the duty of the Managerial person. Rather he was a workman of the Bajaj Alliance Life Insurance Company as defined U/s.2 sub clause(s) of the Industrial Disputes Act. It is his claim that he was issued with commendation letter by his superior for his outstanding work. In spite of his such performance he was terminated from service with effect from 25.7.2017 on vague reasons of departmental restructure though, his Juniors were allowed to continue in service. The authorised signatory of the termination letter had also informed him that a claim amount of Rs.1,07,787/- was transferred to his account towards full and final settlement. It is his stand that the amount was not adequate for the amount to which he was entitled to U/s.25(f) of the Act. Further, the principle of “last come last go” was violated while terminating his service. No permission as contemplated U/s.25(n) of the Act was taken while terminating his service. Having been worked for more than 11 years continuously in the organisation of the Management he was entitled to get retrenchment compensation and other benefits as prescribed U/s.25(f) of the Act. Thus, his termination being a violation of provisions of Section 25(f), 25(g) and 25(n) of the Act is illegal and unsustainable in the eye of law. Therefore, the action of the Management in terminating his service is illegal and unjustified. Hence prayer has been made by the workman for his reinstatement with all back wages and other service benefits.

3. In spite of notice neither the Management Company nor the officers who are impleaded as parties appeared as a result of which they have been set ex parte. Hence the case was heard ex parte.

4. To substantiate his claim the applicant workman has examined himself as WW No.1 and relied upon the documents like the copy of the termination Letter dated.25.7.2017, copy of the certificate issued by the Regional Labour Commissioner(Central),Bhubaneswar, copy of appointment letter dated.9.5.2006, Copy of letter dated.27.6.2009,copy of letter dated.28.7.2014 and copy of letter dated.27.4.1017 which are marked as Ext.1 to Ext.6 respectively.

5. Keeping in view the pleadings and evidence advanced by the workman in ex parte, the points for consideration are :-“(1) Whether the applicant was a workman of the Ist. Party Management,(2) Whether his dis-engagement from service by the Management was in violation of the provisions of Section 25(f)(g) and (n) of the Act and thereby it is illegal and unjustified and (3) What relief the disputant is entitled to?”

6. In his uncontroverted and unchallenged oral testimony the applicant has reproduced the pleadings advanced in his claim statement. There is nothing substantial in his evidence advanced in the form of Order 18 Rule 4 C.P.C. to disbelieve his version. According to him he was initially appointed as a Branch Accountant and posted in the office of the Ist. Party Management at Balasore on 5.6.2006. Though, he was promoted to the post as Senior Divisional Accountant and later re-designated as Business Supporting Officer, he was not discharging any managerial or supervising work. He was a workman of the Management Company as defined under Section.2 sub clause (s) of the Act. His service was terminated with effect from 25.7.2017 though, some other workmen who joined subsequent to him are retained in their service. It is his further claim that the amount transferred to his account by the Management Company at the time of retrenchment of his service was not adequate to meet the amount to which he was entitled under Section 25(f) of the Act. Besides, no permission was taken from the appropriate Government while terminating his service as the Company had more than 300 employees. More over the documents filed by him more particularly the

contents of Exts.1 and 3, Exts.4 and 5 lend support to his uncontroverted testimony. Be that as it may, the termination of the applicant is illegal and unjustified.

The pleadings and evidence further reveal that the workman raised a dispute before the Labour Machinery and no conciliation proceeding could be initiated before the Labour Machinery due to apathy of the Management. As such a certificate as required under Section 2-A sub clause(2) sub clause(3) of the Act is found to have been issued by the Labour Machinery in favour of the applicant. It can not be over sighted that the disputant has specifically claimed that his juniors were allowed to continue in service whereas he was retrenched/terminated on a reason of re-structural of the Management organisation. In the above back drop it is a fit case where the applicant is entitled to be reinstated with back wages and other service benefits and any amount paid to him at the time of his termination is to be adjusted against his arrears to which he is entitled in the event of reinstatement. Hence, the Ist. Party Management Bajaj Allianz Life Insurance Co. Ltd., is directed to reinstate the applicant workman within two months of the notification of the award and to pay the back wages of the applicant as mentioned above failing which the applicant is entitled to interest @ 6.5% per annum on the arrears towards back wages and such interest is to be calculated from the date of the award.

Steps be taken for notification of the award in accordance to law.

B.C.RATH, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1156.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स रजिस्ट्रार, विश्वेश्वरैया राष्ट्रीय प्रौद्योगिकी संस्थान, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या.34/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 10/05/2019 को प्राप्त हुए थे।

[सं. एल-42011/106/2016 -आईआर-(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1156.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2018) of the Central Government Industrial Tribunal cum Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Registrar, Visvesvaraya National Institute of Technology, Nagpur & Others, and their workmen which were received by the Central Government on 10.05.2019.

[No. L-42011/106/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/34/2018-19

Date: 22.04.2019

Party No.1(a) : The Registrar,
Visvesvaraya National Institute of Technology,
Nagpur – 440010.

Party No.1(b) : The Director,
Spick & span Services,
32, Mama Road, Zenda Chowk,
Dharmpeth, Nagpur – 440010.

Party No.1(c) : The Proprietor,
Chambal Security Services,
72, Zone-I, MP Nagar,
Bhopal (M.P.) – 462011.

Versus

Party No.2 : The President,
Nagpur General Labour Union,
C/o CITU Office, 306 Shaniwari,
Com. A.K. Gopalan Bhawan,
Nagpur – 440018.

AWARD

(Dated: 22nd April, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Visvesvaraya National Institute of Technology (Principal Employer) and their Contractors and their union, Nagpur General Labour Union for adjudication, as per letter No.L-42011/106/2016 IR (DU) dated 20.08.2018, with the following schedule:-

"Whether the action of management of Visvesvaraya Institute of Technology, Nagpur (VNIT) (Principal Employer) and their Contractors M/s Spic and span Services, Nagpur & Chambal Security Services, Bhopal in terminating the services of Sh. Haridas Meshram & 29 others (Listed), who were working in jobs of sweeping and cleaning for several years till the end of contract on 30.01.2016, is fair, just and legal? If not so, to what benefits the workmen are entitled to and to what extent? 2. Whether the management of VNIT and its contractors have committed unfair labour practice as prescribed under 5(a), (b) & (d) of the 5th Schedule of the ID Act, 1947 by terminating the services of contract labor? If so, to what benefits the workmen are entitled to and to what extent?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due fixing the date on 25.10.2018. On that day, Shri Gaurav Singh Sengar, advocate filed Memo of appearance for the management, but the petitioner was absent. On 07.12.2018, Shri Shrikant Deo and Gaurav Singh Sengar, advocates filed vakalatnama for the management, but on that day also, petitioner was absent. Thereafter this Tribunal fixed dates to file statement of claim on 01.02.2019, 09.04.2019 and 18.04.2019. Acknowledgement for service of notice to the union is on record.

3. Advocate for the management filed an application for dismissal of the reference on 09.04.2019, which is marked as I.A. No. I and a pursis on 22.04.2019 i.e. I.A. No. II, in which they prayed for closing of the reference. On perusal of the record, it appears that, union as well as petitioners (which names are mentioned in the reference) is not interested to proceed with this reference. So, application I.A. No. I and the pursis, I.A. No. II are allowed. Hence it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1157.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सब डिवीजनल इंजीनियर (इलेक्ट्रिकल), भारत संचार निगम लिमिटेड, यवतमाल (एम. एस.) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या. 58/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 11/06/2019 को प्राप्त हुए थे।

[सं. एल-40012/92/2014-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1157.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2014) of the Central Government Industrial Tribunal cum Labour Court Nagpur, as shown in the Annexure, in the industrial dispute between the employers in relation to The Sub

Divisional Engineer (Electrical), Bharat Sanchar Nigam Limited, Yavatmal (M.S.) & Others, and their workmen which were received by the Central Government on 11/06/2019.

[No. L-40012/92/2014-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/58/2014-15

Date: 17.05.2019

Party No.1(a) : The Sub Divisional Engineer (Electrical),
Bharat Sanchar Nigam Limited,
T.E. Building, 2nd Floor, Post Office Square,
Yavatmal (M.S.) – 445001.

Party No.1(b) : The Contractor,
M/s Bohara Enterprises,
Ansari Waard,
Gondia – 441601.

Versus

Party No.2 Shri Bhimrao Raghoji Uike,
Ward No. 2, Mukuban, Tehsil- Zarijamni,
Yavatmal (M.S.) – 445001.

AWARD

(Dated: 17th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of The Sub Divisional Engineer (Electrical) (Principal Employer) and their Contractor and their workman, Shri Bhimrao R. Uike for adjudication, as per letter **No.L-40012/92/2014 IR (DU) dated 19.01.2015**, with the following schedule:-

“Whether the action of the management of BSNL, Yavatmal and M/s Bohara Enterprises, Gondia, Contractor in terminating the services of the applicant, is fair, just or legal? If not, to what relief is entitled to the concerned workman to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due fixing the date on 21.07.2015. On that day, both the parties were absent. On 04.03.2016, the workman himself was present and orally requested for time to file statement of claim and to engage advocate, but thereafter he did not turn up, even management was also absent. On 22.06.2018, an order was passed to issue fresh notice to both parties fixing the date on 17.08.2018. On 17.08.2018, Shri Zaki Athar Hanif Khan filed authorization on behalf of the management, but nobody was present on behalf of the workman. Thereafter, nobody has been appearing from either side. It shows that, service of notice dated 17.08.2018 may be presumed. It also shows that, parties are not interested to proceed further with this reference. So, case is closed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1158.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सरकार मेसर्स महाप्रबंधक, बीएसएनएल, दूरसंचार जिला, पटियाला (पंजाब) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

एवं श्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या. 290/2013, 291/2013, 292/2013, 293/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2019 को प्राप्त हुए थे।

[सं. एल- L-40011/49/2013- आईआर (डीयू),
L-40011/48/2013- आईआर (डीयू),
L-40011/50/2013- आईआर (डीयू),
L- 40011/51/2013 – आईआर (डीयू)]
वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O.1158.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 290/2013, 291/2013, 292/2013, 293/2013) of the Central Government Industrial Tribunal cum Labour Court Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, BSNL, Telecom District, Patiala (Punjab) & Others, and their workmen which were received by the Central Government on 20/05/2019.

[No. L-40011/49/2013- IR (DU),
L-40011/48/2013- IR (DU),
L-40011/50/2013- IR (DU),
L-40011/51/2013- IR (DU)]
V. K. THAKUR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

1. ID No.290/2013

Sh. Gurcharan Singh S/o Sh. Lachman Singh, C/o Dharam Pal Angrish, President Punjab Trade Union Federation, 139-A, Model Town, Samrala Road Khanna, Distt. Ludhiana(Pb.)

2. ID No.291/2013

Sh. Gurmeet Singh S/o Hardyal Singh, C/o Dharam Pal Angrish, President Punjab Trade Union Federation, 139-A, Model Town, Samrala Road Khanna, Distt. Ludhiana(Pb.)

3. ID No.292/2013

Sh. Rajwinder Singh S/o Sh. Karam Singh, C/o Dharam Pal Angrish, President Punjab Trade Union Federation, 139-A, Model Town, Samrala Road Khanna, Distt. Ludhiana(Pb.)

4. ID No.293/2013

Sh. Balbir Singh S/o Sh. Charan Singh, C/o Dharam Pal Angrish, President Punjab Trade Union Federation, 139-A, Model Town, Samrala Road Khanna, Distt. Ludhiana(Pb.)

All registered on 18.09.2013

...Workmen

Versus

1. The General Manager, BSNL, Telecom District, Patiala(Punjab).
2. The Divisional Engineer, Telephone, BSNL, Mandi Gobindgarh.
3. The SDOP, BSNL, Mandi Gobindgarh.
4. M/s Ramesh Kumar Mittal, Quiet Office No.2,
Ground Floor, Sector 35-a, Chandigarh.

...Respondents

AWARD

Passed on: 03.06.2019

Central Government vide Notification No. L-40011/49/2013-IR(DU), L-40011/48/2013-ID(DU), L-40011/50/2013-IR(DU), L-40011/51/2013-IR(DU) Dated 04.09.2013/06.09.2013, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial disputes separately for each workmen related to the Department of BSNL for adjudication to this Tribunal:-

“Whether the action of the management of Bharat Sanchar Nigam Limited, Patiala in terminating the services of Sh. Gurcharan Singh, (Sh. Gurmeet Singh, Sh. Rajwinder Singh, Sh. Balbir Singh) w.e.f. 16.10.2012, who was engaged by General Manager, BSNL, Patiala through contractor M/s Ramesh Kumar Mittal is just, valid and legal? To what relief the workman is entitled for and what directions are necessary in the matter?”

1. Since the all above mentioned references related to same set of claim petitions, written statements, oral and documentary evidences of either parties are common hence, they are decided by common judgment.
2. Both the parties were served with notices. The workmen/claimants filed their statement of claim separately with the averment that they were appointed by the management as workers w.e.f. 05.01.2002 since then, they were performing their duties sincerely till 16.10.2012 when management terminated their services using unfair labour practice illegally, arbitrary and without any proper enquiry, notice of compensation against the provisions of Section 25-F of the Industrial Disputes Act, 1947. The workmen were drawing lastly emoluments Rs.3,300/- per month besides other legally prescribed previllages and benefits. The workmen had been forced to remain unemployed and they were out of employment due to highhandedness of the management and have not been gainfully employed. The respondent-management has violated the provisions of Contract Labour(Regulation & Abolition) Act, 1970 and they are entitled for reinstatement in service with full back wages and continuity of service.
3. Respondent/defendant no.1 to 3 have filed its written statements separately dated 20.08.2014 alleging therein that the workmen have neither engaged by the BSNL nor any wages were paid directly to them. As such, there was no relationship of master and servant as the BSNL entering into contract for getting the work done through contractors according to which the contractor may have engaged the labour for the performance of the job under the contract. Workmen had not been engaged since 05.01.2001 and they have not been paid the emoluments of Rs.3,300/- per month as claimed by the workmen. If the workmen were engaged by the contractor, management has no service record in respect of such person engaged by the contractor. Moreover, the contractor has already been impleaded as one of the party therefore, he would be in a better position to explain the engagement of the workmen. It is also alleged that Ramesh Kumar Mittal was initially engaged for the maintenance of the work against NIT 2010-2011 for one year which was valid upto 26.07.2012 and after the expiry of this contract, another tender was invited which was awarded in favour of Vichitra Construction Pvt. Ltd. from 16.10.2012. The copy of C.A. M/s Ramesh Kumar Mittal and M/s Vichitra Construction Pvt. Ltd. and payment made to them by BSNL as per the C.A. on the basis of number of labours engaged under the Contract Agreement which are attached as Annexure M1 to M5. Management has no relation with the workmen as such, the question of giving notice or granting any compensation does not arise. The workmen are not entitled for reinstatement into service with back wages as claimed by them in claim petition. The workmen have not placed on record any evidence to show that they were engaged by the respondent as per the Recruitment Rules and paid any wages to him. Respondent-management has not violated any provision of Contract Labour(Regulation & Abolition) Act, 1970, as BSNL used to getting the petty job done through contractors who have to obtained permission from the labour department to engage the labours. Thus, there is no role of management nor the management has violated any provision of CLRA Act. It is prayed that claim statement of the workmen are liable to be rejected and reference may be answered in negative.
4. Respondent No.4 contractor Ramesh Kumar Mittal did not participate in proceeding before the Tribunal hence, proceeded ex parte.
5. In support of his case, the workmen Gurcharan Singh, Gurmeet Singh, Rajwinder Singh and Balbir Singh appeared in the witness-box and tendered their evidence by way of separate affidavits. They have stated that they did not move any application to BSNL for getting appointment. They were paid salary by SDO but they have no record. They have accepted that R.K. Mittal was the contractor. They have filed RTI information obtained vide application dated 23.07.2018(6 documents).
6. In support of the facts alleged in the written statement, respondent-management has submitted the affidavits of witness Sh. Amrit Singh Malhotra, SDE, Mandi Gobindgarh, separately as Ex.R1 along with documents Ex.M1 to M5, reiterating the same facts in each affidavit. During the course of cross-examination, this witness has accepted that he has no record regarding the contractors who worked from 2011-12. He has accepted that R.K. Mittal was the contractor since 27.06.2012 to 16.10.2012. According to this witness there was monthly contract for the said period which are not in his possession. This witness has accepted that department had not obtained any licence for engaging labours through contractors. This witness has denied the suggestion that it is incorrect to say that workmen were appointed by the management since 05.01.2001 and their services were illegally terminated.
7. I have heard the oral arguments as well as written argument of Sh. Dharam Pal Angrish AR of the workmen and oral arguments of the Ld. Counsel of the management and perused the record carefully.

8. Learned counsel of the workmen has submitted that they have joined the respondent-management on 05.01.2001 as workers and served in this capacity till their termination on 16.10.2012. It is also submitted that workmen were performing their duties directly under the management and name of workmen were transferred on the role of the contractor Ramesh Kumar Mittal in order to avoid the liability arising under the Industrial Disputes Act. It is also submitted that the alleged contractor was not a licenced contractor as such, respondent-management who was not registered for employment of labour through contractor had taken services against the provisions of Contract Labour (Abolition & Regulation) Act, 1970. Learned counsel of the workmen has vehemently argued that services of the workmen were taken in utter violation of the Contract Labour (Abolition & Regulation) Act, 1970 and by legal implication workmen will be deemed to be the employees of respondent-management for all purposes. Learned counsel of the workmen has also contended that services of the workmen were terminated in utter violation of Section 25-F of the ID Act, 1947, without giving any notice, and one month salary in lieu of notice. Learned counsel has placed reliance on the cases of Dharangadhara Chemicals Works Ltd. Vs. State of Saurashtra, AIR 1957, Supreme Court page 264, Ram Singh and others Vs. Union Territory Chandigarh and Oths., Civil Appeal No.3166/2002, decided on 07.11.2003 and in Steel Authority of India Ltd. Vs. Union of India and Oths.(2007) 1, Supreme Court cases, page 630, which deals with the relationship between employer and employee/master and servant and forum for deciding nature of employment of workman with establishment and contractors. Law propounded in these rulings deals with settled position of law that it is the Tribunal which is competent forum to ascertain the nature of contract/agreement entered into between management and contractor by lifting the veils and dealing behind it to ascertain nature of contract/agreement.

9. Per contra, learned counsel of the management vehemently argued that claimants are neither workmen nor appointed by the respondent-management for the work of management as workers from 05.01.2001. It is also contended that there was no relationship of employer and employee/master and servant between the workmen and management as such, respondent-management has no liability towards the workmen. Learned counsel further argued that being the employees of the contractor Ramesh Kumar Mittal, if any liability occurs it is workmen/claimants and contractor under whom he served during their employment period who are also party in the case although, he has not contested the case. Learned counsel of the management has also submitted that workmen has utterly failed to submit any document in order to prove direct relationship with management before the contract entered into between the management and contractor Ramesh Kumar Mittal as such, petition is liable to be dismissed.

10. There is no dispute about preposition of law that onus to prove that claimant was in the employment of management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he worked with the employer for 240 days or more in a calendar year. In this regard reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Mehgajibhai Gavda (2012) 1 SCC 47. There is hardly any dispute with the preposition of law as propounded in the aforesaid case. The Hon'ble Supreme Court after analysing the catena of cases has laid down in Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014, two well recognised tests to find out whether the labours are the contract employees of the principal employer are:-

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

The facts regarding the payment of salary by the management before the engagement of the contractor Ramesh Kumar Mittal has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment or anything likewise by the respondent-management from 05.01.2001 upto 16.10.2012. Similarly, workmen have not mentioned anything regarding the mode of payments of wages, salaries etc. in their affidavits. Thus, the basic feature for holding the relationship of employer and employee is totally lacking not in the pleading but also in the evidence oral or documentary submitted by the workmen. In this connection, learned counsel for the workmen has contended that payment of salary was subject to the control and supervision of the management and virtually it was paid by the management as is alleged by the witnesses during the course of cross-examination by the management-counsel. I am not satisfied with the arguments of the learned counsel of the workmen as nothing has been mentioned in pleading/claim petition as well as affidavits submitted by the witnesses in support of their claim petition. It is also pertinent to mention that nothing is on record in the form of documentary evidence that the workmen were directly paid by the management throughout their employment.

11. Contrary to this, learned counsel of the management has drawn my attention towards the photocopy of the judgment dated 24.12.2010 regarding claim petition no.65/63 of 2009, **Labour Enforcement Officer(C) Chandigarh Vs. M/s Ramesh Kumar Mittal** and argued that this is a decision rendered by Regional Labour Commissioner in which

it is specifically mentioned that these workmen has stated on oath that they have not received dues as detected by the LEO(C) from the contractor. It is also observed that the JTO and SDO namely Sukhwinder Singh and Hardev Singh has certified the payment made by the contractor M/s Ramesh Kumar Mittal to the concerned workers on the payment receipt. According to the learned counsel of the management by this judgment, it is clear that the payment of wages sanctioned were made by the contractor Ramesh Kumar Mittal regarding which Labour Enforcement Officer, Chandigarh 3rd has filed the claim petition. Learned counsel of the management has drawn my attention towards the documents relating to the details of EPF contribution in respect of workmen engaged by the contractor Ramesh Kumar Mittal in which name of workmen Gurcharan Singh, Gurmeet Singh, Rajwinder Singh and Balbir Singh have been mentioned along with cheque number and contribution of employer and employee as well. Learned counsel also argued that the photocopy of the cheque attached with the file is a proof that these workmen were paid salary by the contractor Ramesh Kumar Mittal through cheques for the year 2012 amounting Rs.3,300/- per month. Similarly, documents related to contractor Ramesh Kumar Mittal regarding the payment for the period 01.03.2012 to 31.03.2012, 01.09.2012 to 31.05.2012, 01.06.2012 to 30.06.2012 reveals that it is a contractor Ramesh Kumar Mittal who had send the invoice regarding the payments to the SDOP Mandi Gobindgarh for the total amount payable to him for the work done. There is nothing on record to confront these documentary evidence which fortifies the facts alleged by the management in its written statement as well as witness Amrik Singh SDO, Mangi Gobindgarh in his affidavit and cross-examination that it was contractor Ramesh Kumar who used to pay the wages of the workmen after taking it from the management and accordingly EPF are also deposited by the contractor. Thus on this issue, safely it can be inferred that there is nothing on record to prove the factum of payment of salary by the management as is alleged by the workmen in their claims as well as affidavits submitted as evidence by them.

12. Secondly, so far as, the question of controls and supervision is concerned. Claimants have stated that they worked under the supervision and control of the management. But there is nothing on record in the form of oral or documentary evidence which reveals that workmen were working under the control and supervision of the official of the management. In fact this fact is neither pleaded specifically in the claim petition nor in evidence as to who was the person of the management controlling the work of the claimants. The apex court in the case of International Airport Authority of India Vs. International Air Cargo Workers Union [209 (13) SCC374] has held as follows:-

“If the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor.”

The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides whether the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.”

13. Learned counsel of the workman placing reliance in the case of Umrala Gram Panchayat vs. The Secretary, Municipal Employees’ Union & Ors., has submitted that the alleged contractor Ramesh Kumar Mittal has not valid licence to supply the labours/workers to the management and the management has got no registration to that effect also. Question remains to be seen whether the alleged contractor Ramesh Kumar Mittal was a duly licenced contractor under the Contract Labour(Regulation and Abolition) Act, 1970. Respondent-management has not placed on record any document to prove that he was duly licenced contractor to supply the workman/claimant as well as other workmen to the respondent-management. Learned counsel of the management has drawn my attention towards documents Ex.M1 to M5 proved by the witness of the management namely Amrik Singh Malhotra SDE. These are copies of agreements entered into between the management and different contractors including Ramesh Kumar Mittal. M1 is initial agreement entered into between the management as well as Jagtar Singh contractor w.e.f. 01.04.2001, M2 is a agreement entered on 02.03.2003 between management and Ramesh Kumar Mittal for the year 2003 to 2004. The terms and conditions enumerated in the agreement reveals that labours engaged for the work by contractor is purely contractor’s own responsibility and labour will not have any claim on the BSNL and the BSNL will not be responsible for any accident or any idleness of the labour. Similarly, regarding the payment it is enumerated that payment of running bills will be made within 15 days of the working days of handling over the bill to this office subject to the verification of the authorities. The remaining agreements entered into between the management and contractor have same terms and conditions regarding the payment to the contractor. Last agreement which is on record relating to management and Ramesh Kumar Mittal pertains to the year 2010-2011 and subsequently management has entered an agreement with Ms/ Vichitra Construction Pvt. Ltd. w.e.f. 19.09.2012 to 18.09.2013 with same terms and conditions which is enumerated in the earlier agreements between the management and contractor Ramesh Kumar Mittal. Thus, on the basis of these agreements, it is

very clear that Ramesh Kumar Mittal was nowhere in existence at the time of termination of the workmen dated 16.10.2012. In this connection, learned counsel of the workmen has contended that since the expiry of the alleged contract between the management and Ramesh Kumar Mittal and new contract entered into between the management and Vichitra Construction Pvt. Ltd. come into existence the intervening period between these two agreements was of more than 3 months and workmen were directly under the control of the management regarding the work and duties assigned to them. I am not convinced with the argument of the learned counsel that the workmen rendered their services for 4 months directly under the management because contracts between the management and contractors took some time in writing before coming into existence. Moreover, if it is presumed that workmen had rendered their services for 4 months directly under the management even then 240 days period for preceding year with the management could not be justified. It appears from the evidence on record that after the completion of period of agreement with contractor Ramesh Kumar Mittal, new contractor Vichitra Construction did not assign work to these workmen resulting the present dispute between workmen & establishment of BSNL.

14. Learned counsel of the claimants have vehemently contended that the alleged contract with contractor R.K. Mittal and subsequent contractor are shame and camouflage just to avoid the liability of management-BSNL arising under the Industrial Disputes Act, 1947. In this connection, learned counsel has drawn my attention towards the case of *Steel Authority of India Ltd. Vs. National Union Water Front*, relating to *Appeal(Civil) 6009-6010 of 2010, decided on 30.08.2001* and contended that in the light of the observation of the Hon'ble Supreme Court, workman should be treated as an employee of the respondent-management. Going through the judgment of Hon'ble apex court, it is clear that Hon'ble Supreme Court has held that a workman shall be so deemed when he is hired in or in connection with the work of an establishment through a contractor with or without the knowledge of the principal employer. According to Hon'ble Supreme Court where: workman is hired in or in connection with the work of an establishment by a contractor he merely acts as agent so there will be master and servant relationship between principal employer and the workman but where: a workman is hired in or in connection with the work of establishment by a contractor either because he has undertaken to produce a given result for the establishment or because he supplied workmen for any work of the establishment a question might arise whether the contract is a mere camouflage as is held in case of *Hussainbhai Calicuts vs. Alath Factory Thozhilali, AIR 1410, 1978 SCR (3) 1073 decided on 28.07.1978* and in *Indian Petrochemicals Corporation Ltd and Anr. Vs. Shramik Sena and Ors. Appeal(Civil) 1854 of 1998, decided on 04.08.1999*, if the answer is in the affirmative, the workman will be in fact an employee of the principal employer but if the answer is in the negative, the workman will be a contract labour. Section (2)(1)(c) of the Industrial Disputes Act, 1947, defines contractor in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor. Thus, according to the observation of the Hon'ble Supreme Court where a workman is hired by the contractor for putting the work he has undertaken for the establishment will not be deemed to be employee of the establishment. Learned counsel of the management argued that the copies of contracts filed by the management regarding the different contractors namely R.K. Mittal are important in which specially the work assigned to the contractor is mentioned and to that extent, it is also subscribed that contractor will abide by all the labour laws and BSNL has no responsibility for any dispute arising out of the contract of labour laws. It is also mentioned that the labours engaged by the contractor for execution of the work is purely the responsibility of the contractor and they will not have any claim on the BSNL for their permanent absorption as such, BSNL will not be responsible for any idleness of the labours. The learned counsel of the management argues as per volume of facts mentioned in the agreement entered between the BSNL and contractor clarify that management has nothing to do regarding any dispute and liability whatsoever regarding the breach of conditions of the Labour Laws towards workmen. Learned counsel of the management also contended that all the payments according to the terms and conditions of the contract had been made to the contractor who had paid to the concerned labours as is evident from the cheque issued by the contractor R.K. Mital towards the claimants copies of which are already on record. In fact, there is nothing on record to prove that workmen were ever paid by the BSNL directly or their PF and other emoluments have been paid by the BSNL. Rather judgment dated 24.12.2010 regarding claim petition no.65/63 of 2009, **Labour Enforcement Officer(C) Chandigarh Vs. M/s Ramesh Kumar Mittal**, PF is deducted by contractor R.K. Mittal for transmitting to the PF authority. Thus, on the basis of the evidence on record, I am of the considered opinion, that oral arguments advanced by the learned counsel of the workmen has no force and in given facts and evidence on record, it cannot be observed that the alleged contract with the contractor R.K. Mital was shame and camouflage in order to avoid the liabilities arising out under the labour law towards the workmen.

15. Learned counsel of the workmen would also submit that employer has not complied the relevant provisions of the Contract Labour((Regulation & Abolition) Act, 1970, resulting the breach of condition of the Contract Labour Act and it will be deemed that workmen were the employees of the BSNL. It is pertinent to mention that workmen have neither pleaded anything regarding this argument in the claim petition of the workmen nor any evidence is produce by the workmen that there was prohibition against employment of contract labour in the respondent-establishment. It is contended by the learned counsel of the workmen that respondent-management has contravene the provisions of the CLRA Act by engaging contractor who is not a licenced contractors and thus, the breach comes within the definition of Section 9 of the CLR Act. According to the learned counsel of the workmen, the contract labour cannot be recognized as a valid contract labour at all. Learned counsel of the management has contended that Section 10 of the Act makes it clear

that the employment of contract labour, the licencing system is necessary to regulate the very system sought to be licenced and the licencing does not create any privilege in favour of the workmen as is held by the Hon'ble Supreme Court in **Indian Mica and Micanite Industries Ltd. Vs. The State of Bihar and ors. 1971 AIR 1182, SCR 319 decided on 02.04.1971.** The question arises that whether the engagement of contractor becomes frivolous in the eye of law because the contractor has failed to produce the prescribed licence. In this connection, learned counsel of the management has drawn my attention towards the judgments of The Hon'ble Punjab & Haryana High Court in **Gian Singh and Others Vs. Senior Regional Manager(1991)99 PLR-1** the Hon'ble Karnataka High Court in **Steel Authority of India Ltd. Vs. Steel Authority of India Ltd. ILR 1991 Karnagaka page 3679, 1992(1),** in which it is held that the contractor undertakes to give a particular result to the principal employer. It is not a concern of the principal employer as to the number of workmen who may be employed by the contractor. The number may very depending upon the availability of the work and the time within which the work has to be completed. Conclusively, it is held by the Division Bench of the Hon'ble Karnataka High Court, discussing the catena of cases of different Hon'ble High Court that the failure of contractor to obtain a licence by itself cannot result creating any direct relationship of employer and employee between the establishment and the contract labour. Such a consequences cannot be read into the Act in the absence of any specific provision in the Act warranting such a result. Conclusively it is held that if any contravention is committed by the establishment of the contractor for the non-compliance of the provisions of the CLRA Act, the only consequences would be that they would be subject to the penalties as found in chapter 5th and so far as the work force are concerned there would be no relationship between the workmen and establishment. Thus, it is very much clear that if management has failed to get regular registration under Section 7 or contractors failed to take licence under Section 12 of the Act it does not create any privilege to any contract labour. The learned counsel of the management has contended that there is nothing on record to prove that management-contractor R.K. Mittal have engaged more than 20 workmen at relevant time hence, question of taking licence under the relevant section of the ID Act became irrelevant. Same is the position with the management for non-registration under Section 7 of the Act. In fact, there is actually no warrant to deem a direct relationship of employer and employee between the employer and contract labour.

16. Thus, on the basis of the above discussion I am of the opinion that in the absence of notification issued under Section 10 of the Act abolishing contract labour in the establishment of the respondent-management there was no bar to employ such a labour contract through independent contractor and consequently such labour has no right to claim that they had become the employee of the management of BSNL. To my mind after complying the principle of lifting of veil the existence of relationship of workmen and employer is not surfaced to observe that alleged contracts were shame and camouflage. Having regard to the discussion mentioned above, I am of the view that workmen have measurably failed to prove that they were engaged by the General Manager, BSNL Patiala through contractor R.K. Mittal and are illegally terminated by management of BSNL.

17. Now the last question which is incidental to the main issue is whether claimants are entitled to any relief. This fact is proved beyond doubt that they were initially engaged by contractor R.K. Mittal and has worked upto their alleged termination with the same contractor. Unfortunately contractor R.K. Mittal has not participated in proceeding before the Tribunal and even has not submitted his written statement to the effect of the circumstances of retrenchment/termination of the workmen. The Hon'ble Supreme Court recently in the case of **Bharat Heavy Electricals Ltd. Vs. Mahender Prasad Jakhmola and Oths., 2019 LLR Page 515,** while discussing the nature of agreement entered into principal-employer and contractor and its consequences has held that if contract is neither shame nor camouflage the workman is not entitled for any relief. This is on record that agreement of the contractor R.K. Mittal come to an end in the year 2011-2012 and subsequent contract was entered into between respondent-management and Vichitra Construction for the year 2012-2013. Hence, if the workman was not employed by subsequent contractor Vichitra Construction as such, then neither the management nor the contractor R.K. Mital could be attributed for any default as such, I am of the opinion that workman is not entitled for any relief and claim petition is liable to be dismissed.

18. The reference is answered accordingly. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

19. Copy of the award be kept in ID No.291/2013 titled as Gurmeet Singh Vs. The General Manager, BSNL, Telecom District, Patiala(Punjab), ID No.292/2013 titled as Rajwinder Singh Vs. The General Manager, BSNL, Telecom District, Patiala(Punjab) and ID No.293/2013 titled as Balbir Singh Vs. The General Manager, BSNL, Telecom District, Patiala(Punjab).

A.K. SINGH, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1159.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 55/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 11/06/2019 को प्राप्त हुए थे।

[सं. एल-42011/192/201 –आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1159.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2017) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11 /06/2019.

[No. L-42011/192/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/55/2017-18

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij praakalp Mazdoor Sangh,
House of shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD

(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd.(Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prakalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/192/2017 (IR (DU) dated 21.03.2018**, with the following schedule:-

- i. Whether Smt. Parbatbai Madhukarji Dongre and 3 others (details as annexed) can be considered as workmen, as defined under ID Act, in absence of any supporting document produced by them?

- ii. If yes, whether their oral termination by the petty contractor working with GM, Forest Development corporation of Maharashtra Limited (FDCM) at National Thermal Power Corporation Limited (NTPC) (principal employer) on 22.07.2016 was legal and justified? If not, what relief is these workmen being represented by the Presidentk Mouda Vij Prakalp Mazdoor Sangh, entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1160.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 54/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 11 /06/2019 को प्राप्त हुए थे ।

[सं. एल-42011/191/2017 –आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1160.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2017) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11 /06/2019.

[No. L-42011/191/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/54/2017-18

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iaragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij praakalp Mazdoor Sangh,
House of shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD

(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd.(Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prakalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/191/2017 (IR (DU) dated 21.03.2018**, with the following schedule:-

- i. Whether shri Pramod Uttam Hirekhan and 6 others (details as annexed) can be considered as workmen, as defined under ID Act, in absence of any supporting document produced by them?
- ii. If yes, whether their oral termination by the petty contractor working with GM, Forest Development corporation of Maharashtra Limited (FDCM) at National Thermal Power Corporation Limited (NTPC) (principal employer) on 22.07.2016 was legal and justified? If not, what relief is these workmen being represented by the Presidentk Mouda Vij Prakalp Mazdoor Sangh, entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 40/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 11 /06/2019 को प्राप्त हुए थे ।

[सं. एल-42011/125/2017-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1161.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2017) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11 /06/2019.

[No. L-42011/125/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR**

Case No.CGIT/NGP/40/2017-18

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Prakalp Mazdoor Sangh,
House of Shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd.(Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prakalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/125/2017 IR (DU) dated 12.01.2018**, with the following schedule:-

“Whether termination of the services of seven contract workers namely (1) Shri Rajendra Maroti Patole (2) Shri Vilas Shrikrishna Wanjari (3) Shri Waman Ramesh Shende (4) Shri Natwarlal Sewakram Shende (5) Shri Shamrao Hiranman Uikey (6) Shri Subhash Damaji Hatwar & (7) Shri Raju Pensalji Pise w.e.f. 28.12.2015 orally and without compliance of Section 25_F of the ID Act, 1947 by contractor namely IVRCL Ltd. of NTPC Mouda Distt. Nagpur is legal and justified? If not, to what relief to these contract workmen are entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 22/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुए थे।

[सं. एल-42011/05/2018-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1162.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2018) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11.06.2019.

[No. L-42011/05/2018-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/22/2018-19

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Prkalp Mazdoor Sangh,
House of Shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD

(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd. (Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prkalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/05/2018 IR (DU) dated 25.04.2018**, with the following schedule:-

"Whether the action of management of National Thermal Power Corporation, Ltd. (Principal Employer) and iragavarapu Venkata Reddy construction Ltd. (Contractor) in terminating the services of Smt. Sushma Surendra Aswale, who had worked as construction labour from 27.10.2015 till oral termination on 06.02.2016, is fair, just & legal? If not, what relief the workwoman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 17/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुए थे।

[सं. एल-42011/04/2018-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1163.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2018) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11.06.2019.

[No. L-42011/04/2018-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/17/2018-19

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iaragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Prkalp Mazdoor Sangh,
House of Shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd. (Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prkalp Mazdoor Sangh for adjudication, as per letter No.L-42011/04/2018-IR (DU) dated 24.04.2018, with the following schedule:-

"Whether the action of management of National Thermal Power Corporation, Mouda, Distt. Nagpur (Principal Employer) & Iragavarapu Venkata Reddy Construction Limited (IVRCL) (Contractor) in terminating the services of the workmen Shri Kailash Prasad & Shri Satendra Kumar (who worked as construction labour from 01.10.2015 to 08.11.2016 when the workmen were orally terminated) are just, fair & legal ? If not, to what relief the workmen are entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या. 14/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुए थे।

[सं. एल-42011/193/2017-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1164.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11.06.2019.

[No. L-42011/193/2017-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No.CGIT/NGP/14/2018-19**

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Prkalp Mazdoor Sangh,
House of Shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD

(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd.(Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prkalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/193/2017-IR (DU) dated 16.04.2018**, with the following schedule:-

“Whether Shri Shankar Narayanji Dhande can be considered as workmen, as defined under ID Act, in absence of any supporting document produced by them? 2). If yeas, whether their oral termination by the petty contractor working with GM, Forest Development Corporation of Maharashtra Limited (FDCM) at National Thermal Power Corporation Limited (NTPC) (principal employer) on 22.07.2016 was legal and justified? If not, what relief are these workmen being represented by the President, Mouda Vij Prkalp Mazdoor Sangh, entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 13/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुए थे।

[सं. एल-42011/06/2018-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1165.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2018) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11.06.2019.

[No. L-42011/06/2018-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/13/2018-19

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavaraapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Praakalp Mazdoor Sangh,
House of Shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD

(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd.(Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Prakalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/06/2018 IR (DU) dated 12.04.2018**, with the following schedule:-

“Whether the action of the management of National Thermal Power Company Ltd. (Principal Employer) & Iragavarapu Venkata Reddy Construction Limited, (Contractor) in terminating the services of Shri Nikesh Manohar Akhare, who had worked as construction worker in the establishment of Principal employer from 02.07.2012 till the alleged termination on 15.04.2017, is just, fair & legal? If not, to what relief the workmen is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स समूह के महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या. 12/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.06.2019 को प्राप्त हुए थे।

[सं. एल-42011/11/2018-आईआर-(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1166.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2018) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager of the Group, National Thermal Power Company Limited, Nagpur & Others, and their workmen which were received by the Central Government on 11.06.2019.

[No. L-42011/11/2018-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/12/2018-19**

Date: 28.05.2019

Party No.1(a) : The Group General Manager,
National Thermal Power Co. Ltd.,
Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Party No.1(b) : The Managing Director/General Manager,
Iragavarapu Venkata Reddy Construction Ltd.,
N.T.P.C. Mouda, Post & Tah. Mouda,
Distt. Nagpur,
Nagpur – 441104.

Versus

Party No.2 : The President,
Mouda Vij Praakalp Mazdoor Sangh,
House of Shri Prem Rodekar, Tarsa Road, Kanhan,
Tah. Parseoni, Distt. Nagpur,
Nagpur – 441404.

AWARD(Dated: 28th May, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of National Thermal Power Co. Ltd. (Principal employer) and contractor, Iragavarapu Venkata Reddy Construction Ltd. and their union, Mouda Vij Praakalp Mazdoor Sangh for adjudication, as per letter **No.L-42011/11/2018 IR (DU) dated 13.04.2018**, with the following schedule:-

"Whether the action of the management of National Thermal Power Company Ltd. Mouda, Distt. Nagpur and Iragavarapu Venkata Reddy Construction Ltd. Limited, Contractor in termination the services of Shri Surendra Harishchandra Aswale, Shri Rajendra Chango Bhoyar & Shri Janardhan

Chango Bhoyar (who worked as construction labour from 26.10.2015 to 12.11.2016 when the workmen were orally terminated) are just, fair & legal? If not, to what relief the workmen are entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due, but no authority was filed by either party. Both the parties filed their respective authority letter, but union did not file statement of claim and contractor did not file their authority letter. Management filed an application, which is supported with affidavit, which is marked as I.A. I and prayed to dismiss the reference. Presently nobody appeared on behalf of the union nor did they pray for any adjournment. It shows that, petitioner/union is not interested to proceed further with this reference. So, application filed by the management I.A. No. I is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, ए.बी. पॉल एंड कंपनी मुंबई एवं उनके कर्मचारी और अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, न. 2 मुंबई के पंचाट (संदर्भ सं. CGIT-2/1 of 2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 12.02.2019 को प्राप्त हुआ था ।

[सं. एल-42025/03/2009-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1167.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT-2/1 of 2012) of the Central Government Industrial Tribunal cum Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to The A.B. Paul & Co. Mumbai and their workmen & Others, which was received by the Central Government on 12.2.2019..

[No. L-42025/03/2009-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

Appln.(Ref) No. CGIT-2/1 of 2012

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. A.B. PAUL & CO. AND THE BOMBAY CUSTOM HOUSE AGENTS ASSOCIATION

1. Mr. Kenneth Paul,
The Proprietor of M/S. A.B. Paul & Co.
Custom House Agent No. (11/543),
Vikas Building, 4th Fl., Room No.403,
11, Bank Street, Fort,
Mumbai – 400 023.
2. The Bombay Custom House
Agents Association, 73/74,
Mittal Tower, 'C' Wing, 7th Fl.,
Nariman Point, Mumbai – 400 021.

**AND
THEIR WORKMEN**

Mr. Shankar Sadashiv Chavan,
Room No.12, Shiv Shambo Sadan,
T.P. Road, Bhandup [W],
Mumbai – 400 078.

APPEARANCES:

FOR THE EMPLOYER : (1) Mr. M. B. Anchan, Advocate
(2) Absent
FOR THE WORKMEN : Mr. Mohan Kumar, Advocate

Mumbai, dated the 14th January, 2019.

AWARD

1. This is a reference filed under Section 2-A sub section (2) of the Industrial Disputes Act, 1947 in view of the amendment in the Act No. 24 of 2010.
2. The concerned workman has filed statement of claim Ex.2 contending therein that he was working with respondent No.1 employer as Custom Clerk since last 23 years. His last salary for the month of April '11 was Rs.7469/-.
3. According to the concerned workman, his salary was not increase as per Memorandum of Settlement made by the employers association wherein respondent No.1 is the member of the said Memorandum of Settlement which is applicable to all the employees including the concerned workman who was working as Sr. Clerk with respondent No.1 and did job of clearing and forwarding work at Mumbai Docks JNPT at Nava Sheva. Respondent No.2, Bombay Custom House Agents Association is representing the employers including respondent No.1. Respondent No.1 employer is the member of respondent No.2 association and liable to pay the basic pay and DA & other allowances and benefits on the basis of said Memorandum of Settlement which is applicable to all the employers of the Custom House Agents including respondent no.1. The last Memorandum of Settlement is duly executed on 29.4.08 for the period from 1.4.08 to 31.3.13.
4. According to the concerned workman the applicant completed more than 10 years and he is in 6th category as a Sr. Clerk entitled to pay scale of Rs.2690-65-3015-80-3415-90-3865-100-4365 with DA as per CPI 1198 along with FDA and other special additional allowances & benefits. He has not received the arrears of salary, DA and other benefits on the basis of Memorandum of Settlement from 1990 till date.
5. According to the concerned workman the respondent No.1 started harassing him to leave the employment. Respondent no.1 informed him by letter dt. 29.2.09 that from 1.3.09 the sundry expenses which is required for clearing and forwarding charges of dock & custom area is to be provided 20% less. After the deduction of 20% sundry expenses the clearing & forwarding work became difficult. After deducting 20% expenses the respondent No.1 further started deducting 20% from the gross salary of the concerned workman. The concerned workman refused to accept the salary after deduction but the respondent no.1 deducted 20% of salary without any reason. The respondent no.1 thereafter with a view to terminate the employment of the concerned workman purportedly and personally asked the concerned workman on 28.4.11 to start work at Sahar Airport Cargo. He was not provided IA pass for work at Sahar Airport Cargo. Without IA pass the entry is prohibited but respondent no.1 asked the concerned workman to attend the Sahar Airport Cargo. The concerned workman was asked to do the work of peon in place of one Shri Ankul Poal who was working as a Peon. When the concerned workman tried to convince the respondent to issue the permanent IA pass, his services came to be orally terminated and he was asked not to come for work at Mumbai w.e.f. 1.5.11. His salary for the month of April '11 was not given to him on the ground that custom pass was returned to respondent no.1. As such the respondent no.1 did not allow him to join his duties. Respondent no.1 refused to provide work and also did not give the pending salary for the month of April '11.
6. It is then case of the concerned workman that his services came to be orally terminated illegally. He is therefore asking for reinstatement with back wages and other benefits w.e.f. 2.5.11.
7. According to the concerned workman he raised the dispute before ALC demanding reinstatement with back wages and other benefits with continuity of service as well as arrears of back salary, DA and other benefits. Conciliation failed and the ALC submitted failure report dt. 31.10.12. Hence this reference.
8. Respondent No.1 filed written statement Ex.10 and resisted the claim contending therein that the services of the concerned workman are / were not terminated at any time by the employer but the workman himself remained absent from his duties w.e.f. 1.5.11 though he was asked to resume his duties vide letters of the company as well as letters of the

advocate and also before ALC. The concerned workman continued to remain absent and chose not to resume the duties. As such there is no question of any termination of his services and thereby reinstating him with full back wages and continuity of service etc.

9. It is also contended by the respondent no.1 that it is not signatory to the alleged settlement nor the workman is the member of Transport & Dock Workers' Union with whom the settlement is signed by respondent No.2. Therefore the said settlement is not ipso-facto applicable to respondent No.1 employer or his employees.

10. It is then case of the respondent No.1 that the concerned workman vide his letter dt. 10.8.09 had resigned from the services of the company on his own. He was not in employment for 2 months. After 2 months he requested once again to take him in the employment. At that time company considered his request sympathetically and took him in the employment.

11. According to the Respondent No.1 by letter dt. 29.9.09 it was informed that since the business is down by 80% the cost is required to be cut down and therefore no sundry expenses will be paid to BPT towards clearing of export expenses. Even the submission of the concerned workman as regards the reduction in salary is incorrect. With this it is reiterated by respondent no. 1 that there is no question of offering employment in BPT or JNPT as there is hardly any work at BPT or JNPT. It has thus sought dismissal of reference.

12. Following issues are framed at Ex.12. I reproduce the Issues along with my findings thereon for the reasons to follow:

Sr. No.	Issue	Findings
1	Whether the management has illegally terminated the services of the workman ?	No
2.	Whether the workman is entitled to be reinstated with full back wages as prayed for ?	No
3.	Whether the workman is entitled to the arrears in pay difference as per the bipartite agreement ?	No
4.	What relief the workman is entitled to ?	No
5.	What order ?	As per final order

Reasons

Issue No.1 & 2.

13. So far contention go, it is the contention of the employer management that infact the services of the applicant / concerned workman were not terminated at any time, but he himself remained absent from duties from 1.5.11 and though he was asked to resume his duties vide letters of the company and letters of the advocate. He continued to remain absent and chose not to resume the duties. In this context if we see the evidence of the concerned workman he claims that the respondent no.1 employer asked him to start work at Sahar Airport Cargo wherein for 23 years he never worked. In his examination in chief he went on to say that at Sahar Airport Cargo 3 permanent employees were already working and one peon namely Ankual Poal was working at Sahar Airport Cargo and respondent no.1 employer asked him to report at Mumbai office in his place and as such he had been asked to do the work of peon. It appears therefore from the evidence of the concerned workman that he did not report for duty at Sahar Airport Cargo since he claimed that respondent no.1 management demoted him and purposely asked to work at Sahar Airport Cargo. The fact remains that he did not report for duty at Sahar Airport Cargo and visited Mumbai office where he was not provided the work since he was asked to work at Sahar Airport Cargo.

14. Even then the concerned workman claims that he was not allowed to join duties despite he was ready and willing for joining duties.

15. In this respect, vide Ex.28 it appears that the concerned workman was given letter informing him that he remained absent without permission since 1.5.11. In spite of such long unauthorized absence on work, he did not take care to report for the work and therefore he was called upon to report for work immediately failing which it would be deemed that he had abandoned the service from the company. It is clear from Ex.28 that he was asked to report for work immediately but he did not. On the contrary it appears that he replied the said letter vide Ex.29 mentioning therein that the employer started giving work to him at Sahar Airport Cargo where he had never worked and therefore he had reported at the work place to resume his duties and that he was told not to come to the office and sit at home. It appears therefore that the concerned workman reported at the work place but he did not resume work at cargo at Sahar airport mentioning therein that he did not work at Sahar Airport Cargo during the period of his service tenure. It appears

therefore that he himself was not willing to work at Sahar Airport Cargo and refused the management's proposal on the ground that he should be posted at JNPT work only and that his salary should be increased. It is in that circumstances it appears that when the dispute was raised before Labour commissioner on the fact, he stated that the workman demanded that his salary should be increased and he should be posted at JNPT work only. Therefore the dispute itself is not deemed fit for adjudication.

15. Even then the Learned Counsel for the concerned workman submitted that the concerned workman should not have been asked to go to new place of work when infact he did not work there and therefore the refusal of the management to continue him to give work at the same place where he was working itself amount to oral termination.

16. It is not possible to accept the view propounded by the Learned Counsel for the concerned workman / applicant in view of the fact that he was asked to resume the duties vide letter dt. 20.7.11 of the company and even he was sent notice dt. 22.8.11 informing that the concerned workman Mr. Shankar Sadashiv Chavan is not reporting for duty without permission since 1.5.11 and inspite of these letters the workman did not report for work. It is the look out of the company where the workman should be asked to work. It is in the circumstances submission of the Learned Counsel for the management is that due to exigency of work the concerned workman was asked to work at their airport office, near airport for which no airport entry pass is required but the concerned workman did not report for work. It is in that circumstances again it will have to be said that there was no reason for the concerned workman not to report for duty at airport office of the company on the ground that no airport permit was issued to him. The fact remains that the concerned workman on his own remained absent for work without reporting for work and therefore the contention of the management that services never came to be terminated appears legal and proper.

17. It will have to be said therefore that the services of the concerned workman have not been terminated by the management since he himself remained absent and did not report for work. When there is no termination of service of the concerned workman by the management there is no question of his reinstatement with full back wages as prayed for. Issue No. 1 & 2 are therefore answered accordingly as indicated against each of them in terms of above observations.

Issue No.3.

18. So far this issue is concerned, the concerned workman claims that there was Memorandum of settlement which is applicable to all the employers of the Custom House Agents including respondent No.1 in respect of basic pay and DA and other allowances and benefits etc. and therefore he being the senior clerk and completed 10 years of service is entitled for the pay scale of Rs.2690-65-3015-80-3415-90-3865-100-4365 with DA along with FDA and other additional allowances & other benefits. Since he has not received the arrears of salary, DA & other benefits on the basis of Memorandum of settlement from 1990 till date he is entitled to arrears in pay differences as per bipartite agreement.

19. On going through the Memorandum of settlement it appears that it was Memorandum of settlement u/s. 12 (3) of I.D. Act during conciliation proceedings in the matter of industrial dispute raised by the workman represented through Transport & Dock Workers Union against Custom House Agents, Bombay represented throughout Bombay Custom House Agents Association. Witness examined on behalf of the concerned workman namely Wilson Johnson himself admitted in his cross examination that he was working with Proprietor of M/S. A.B. Paul & Co. as a Custom Clerk but he has not been given benefit of the said agreement in between Bombay Custom House Agents Association and Transport & Dock Workers Union.

20. Precisely, therefore it is the case of the management that respondent No.1, M/S. A.B. Paul & Co. is not the member of Bombay Custom House Agents Association and as such the agreement is not binding and not applicable to them. It is in that circumstances it appears that Wilson Johnson who was also working with respondent No.1 was not given the benefit of the said agreement. As such the applicant is not also entitled to claim the arrears in pay difference as per the said agreement. This issue is also answered accordingly in the negative.

Issue No.4 & 5.

21. In view of my findings to the above issues, the concerned workman / applicant is not entitled to any relief as claimed. The reference is liable to be rejected with no order as to costs. Hence order.

ORDER

Reference is rejected with no order as to costs.

Date: 14.01.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 17 जून, 2019

का.आ. 1168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कमिश्नर, दक्षिणी दिल्ली नगर निगम, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या. 166/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 03/06/2019 को प्राप्त हुए थे।

[सं. एल-42012/117/2015-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 17th June, 2019

S.O. 1168 .— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/2015) of the Central Government Industrial Tribunal-cum-Labour Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, South Delhi Municipal Corporation, New Delh & Others, and their workmen which were received by the Central Government on 03/06/2019.

[No. L-42012/117/2015-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1 NEW DELHI

ID No. 166/2015

Shri Sharat Chander S/o. Shri Sukh Chand,
e/o. RZ -104, Roshan Garden,
Najafgarh,
New Delhi -110043

...Workman/Claimant

Versus

The Commissioner,
South Delhi Municipal Corporation,
9th Floor, Civil Centre,
Minto Road,
New Delhi 110002.

... Management/Respondent

AWARD

This Award shall decide a reference which was made by the Appropriate Government vide its letter No. L-42012/117/2015-IR(DU) dated 20.7.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) for adjudication of an industrial dispute, terms of which are as under:

“Whether the services of the workman Shri Shrat Chander s/o., Sukh Chand has been terminated illegally and/or unjustifiably by the management and if so, to what relief is the workman entitled and what directions are necessary in this respect ?”

2. Both parties were put to notice and the claimant filed his statement of claim, with the averments that he worked on the post of Chowkidar in various schools under the Management w.e.f. 11/2/1993 and his services were illegally terminated on 15/6/1994 and he was reinstated/re-engaged w.e.f. 5/11/2012 during the conciliation proceedings pending before Regional Labour Commissioner (Central), New Delhi but again his services were illegally terminated w.e.f. 1/12/2014 by the Management. He sent a demand letter/notice dated 20/3/2015 and approached the Conciliation Officer but to no avail. It is pleaded that the workman is unemployed since the date of his illegal termination w.e.f. 1/12/2014. He has prayed for reinstatement into service with full back wages and continuity of services alongwith consequential benefits.

3. The Management filed written reply, whereby the allegations of the claimant regarding his illegal termination have been denied. It is stated that the claimant was appointed as Chowkidar (Leave Substitute) because of transfer of one Shri Rameshwar. Chowkidar and an amount of Rs.13085/- as earned salary from 1/8/93 to 15/6/94 was released to him. It is admitted that the claimant was reinstated w.e.f. 5/11/2012 during Conciliation proceedings and he worked upto 30/11/2014 with 20 days break. It is alleged that there is no need to give any legal notice or any other benefits to the claimant under the law, as he was a Leave substitute employee. Prayer has been made for dismissal of the claim petition.

4. The claimant filed rejoinder, reiterating his own case and denied the allegations as made by the Management.

5. On the pleadings of the parties, following issues were framed on 30/8/2016 :-

- (i) Whether the claim is not legally maintainable ?
- (ii) In terms of reference ?

6. In order to prove his case, the workman examined himself as WW1 & tendered his affidavit Ex.WW1/A and relied on documents Ex.WW/1 to Ex.WW1/7. On the other hand, the Management examined Shri Kripal Singh, Deputy Director of Education (MCD), who filed his affidavit as Ex.MW1/A and placed reliance on the documents Ex.MW1/1 and Ex.MW1/2.

7. I have heard Shri P.N.Dwivedi, A/R for the workman./claimant and Ms. Savita Chauhan, A/R for the Management. I have also gone through the record carefully. My findings on above issues are as follows.

Issue No.1 and 2 :-

8. These issues being inter-related are taken up together and they can be disposed of conveniently by common discussion.

9. From the pleadings of the parties and evidence adduced on record, it is manifest that the claimant had worked as Chowkidar with the Management from 1/8/1993 to 15/6/1994 and again after reinstatement, he worked under the Management from 5/11/2012 to 30/11/2014 i.e. for about two years. His services were disengaged/terminated w.e.f. 1/12/2014. However, it has come on record that the Management has re-engaged/reinstated the workman and he is working under the Management regularly since 7/7/2015. So, the issue regarding reinstatement of the workman has become infructuous. It is a matter of record that Ld.A/R for the claimant made a statement before this Tribunal on 4/1/2018, submitting that the claimant has since been reinstatement by the Management on 7/7/2015 and the claimant is working as such under the Management and therefore, claimant confines his claim with respect to back wages and other consequential benefits. As such, short question arises for consideration is as to whether services of the claimant were terminated illegally w.e.f. 1/12/2014 and if so, whether the claimant/workman is entitled to any incidental relief of payment of back wages with continuity of service and all consequential benefits for the period from 1/12/2014 to 6/7/2015, as he stands reinstated/re-engaged into the service of the Management w.e.f.7/7/2015 and working as such till date.

10. I may mention that affidavit Ex.WW1/A filed by the claimant is in line with the averments made in the claim petition. He has specifically pleaded and testified that the Management did not issue any warning letter, show cause notice, recall letter or chargesheet at the time of termination of his services w.e.f. 1/12/2014. He has also deposed that he was unemployed since the date of his termination and was allowed to resume his work w.e.f. 7/7/2015 after a gap of more than 7 months.

11. As mentioned above, the claimant/workman worked with the Management for about two years prior to his removal/discharge/termination from service w.e.f.1/12/2014. MW1 Shri Kripal Singh – witness of the Management has admitted that no notice was given to the claimant at the time of his removal but volunteered same was not required. It is fairly settled that if the termination of an employee is based on no inquiry, no charge-sheet and not by way of punishment, then it becomes a case of illegal retrenchment. As such, this Tribunal is of the considered view that action of the Management in disengaging/terminating the services of the claimant herein w.e.f. 1/12/2014 **amounts to retrenchment.**

12. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that any retrenchment compensation was paid to the claimant by the Management. There is also nothing on record to show that any notice or notice pay was given by the Management prior to termination of the claimant herein. As such, the Management has violated the provisions of Section 25-F of the Act.

13. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

14. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman w.e.f. 1/12/2014 is held to be illegal and void.

15. As regards residual question whether the claimant/work is entitled to back wages w.e.f. 1/12/2014 to 6/7/2015, It stands proved on record that claimant was continuously in the employment of the Management for the last about two years. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman as Chowkidar is of perennial and regular nature. The version of the claimant that he was totally unemployed since his termination w.e.f. 1/12/2014 to 6/7/2015 has gone un rebutted. Management has not led any evidence to show that the workman/ claimant was gainfully employed during the aforesaid period.

16. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

17. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497). There are also other rulings on the subject which I am not referring here for the sake of brevity

18. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled to 50 % of his back wage for the period from **1/12/2014 to 6/7/2015, with continuity of service**, inasmuch as termination of the claimant/workman was per-se illegal and the claimant/workman was not gainfully employed anywhere during the aforesaid period. Award is passed accordingly against the Management.

Date : 28.05.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 56/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/195/2011-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/195/2011-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/56/2012**

Zonal General Secretary,
Coalmines Worker Association,
Duddi Palachore,
Distt. Chhindwara (MP)

...Workman/Union

Versus

The Chief General Manager,
WCL, Kanhan Area,
Chhindwara (MP)

...Management

AWARD**Passed on this 31st day of May 2019**

1. As per letter dated 20-4-2012 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947 as per Notification No.L-22012/195/2011-IR(CM-II). The dispute under reference relates to:

“Whether the action of the General Manager, Western Coal Fields Limited, Kanhan Area, Durgaria in not providing employment to Shri Mahesh Banwari, dependent son-in-law of deceased workman Shri Ghudan is legal and justified? If not, to what relief the workman is entitled to?”

2. According to the statement of claim of workman, Late Ghudan was a General Mazdoor working with the management in Ghorawari colliery died on 31-12-98 due to illness. He had one daughter married with the applicant Mahesh Banwari. Her name is recoded in the service record of the workman Ghudan as his dependent daughter and successor. The applicant who is the son-in-law of the deceased workman has been dependent on the workman and had been residing with the workman since before the death of the workman. The workman executed his last will on 17-12-98 wherein he expressed his wish for compassionate appointment of the applicant Mahesh Banwari, his son-in-law in case of his death. According to the applicant, there is a provision of appointment of one dependent of deceased workman on compassionate ground. It is the case of the applicant that he did file an application before the management claiming himself to be considered for compassionate appointment as dependent son-in-law of the deceased workman Ghudan along with a copy of last will of Ghudan dated 17-12-98, marriage card, marriage Registration Certificate and photograph. Management directed the applicant vide its letter dated 21-12-07 to produce documents which were produced by the applicant vide his letter dated 3-3-2008. Again management required some additional documents vide its letter dated 8-5-08 which were filed by the applicant before management vide his letter dated 16-6-08 but the request was

not granted to the applicant in spite of various reminders sent by the applicants on various dates as mentioned in the claim. Later on, the applicant was informed by management vide its letter dated 18-6-2010 that his request was refused by the company headquarter on 23-24/4/2010. According to the workman, NCWA-II provides for compassionate appointment of dependents of deceased workman. Since the applicant was dependent on his deceased father-in-law, he was entitled to get compassionate appointment and refusal to grant compassionate appointment as dependent son-in-law of deceased workman is against the NCWA-II which is illegal and requires to be set-aside. The workman has accordingly sought relief of direction to be issued to the management appointing him on compassionate basis as dependent son-in-law of deceased workman Ghudan.

3. The case of management as pleaded in their Written Statement of defense is that the marriage of daughter of the deceased workman with the present applicant is not genuine because the age of the applicant was only 8 years at the time of execution of the last will by the deceased workman in which he has claimed the applicant his son-in-law which is not possible because the present applicant was a minor. It was also pleaded that the documents required by the workman were not produced. Management had sought information from the daughter of the deceased on this point vide its letter dated 8-7-05 which were not produced by the applicant. Since the applicant could not establish himself to be dependent son-in-law of the deceased workman at the time of his death hence, he was not entitled to compassionate appointment. The alleged will has also been challenged by the management as not genuine. Accordingly, it has been prayed that the reference be answered against the applicant.

4. The applicant has examined himself on oath and has proved copy of death certificate of workman Ghudan, will executed by the deceased workman, letter of management dated 20-8-99, letter of management dated 8-7-05, application moved by daughter of the deceased workman on 25-8-06. Marriage certificate dated 18-8-06. Letter issued by management dated 21-12-07 and 8-5-08 respectively. Letter sent by workman dated 16-6-08, 10-10-09, 30-11-09, 10-12-09 respectively. Letter issued by management dated 2-12-09, 18-6-09 letter sent by Sr. Personnel Manager to Dy, Chief Manager dated 23-4-2010, letter issued by management to wife of the applicant dated 9-1-2011, letter issued by the Personnel Manager to Mines Manager dated 8-6-2010, letter sent by wife of the present applicant to the Union on 10-4-2011 which have been marked Exhibit W-1 to W-17 respectively.

5. Applicant Mahesh Banwari and wife of applicant Urmila has also been examined as witness.

6. Management has examined on oath Shri Pramod Mohod & Shri Lalji Pandurang Indurkar on oath and has filed and proved documents Exhibit M-1 Will of the deceased workman, letter dated 25-8-06 issued by the management requiring the applicant to file documents mentioned in the letter, list of the documents to be filed by the applicant for construction of his case for compassionate appointment. Application sent by the applicant to the management on 16-6-08, letter issued by the management to daughter of the deceased workman who is wife of applicant rejecting the claim of present applicant for compassionate appointment, letter issued by Regional Personnel Manager to Mines Superintendent on 1-1-2011 informing him that the claim of the workman has been rejected and requesting the Mines Superintendent to inform the applicant accordingly which are Exhibit M-1 to M-6 respectively. Other documents which are Exhibit M-7 to M-13 are copies of internal communication between different authorities of management w.r.t. the application of applicant for consideration of his case for compassionate appointment.

7. I have heard argument of Mr. A.K. Shashi for management. Learned counsel for applicant Shri P. Yadav has filed written argument which is part of record. I have gone through the written argument and the file.

8. After perusal of record in the light of rival argument, following points come up for determination-

- (1) **Whether the applicant has successfully made out a case for consideration for compassionate appointment as dependent son-in-law of the deceased workman Shri Ghudhan?**
- (2) **Whether the refusal of compassionate appointment to the present applicant Mahesh Banwari as dependent son-in-law of deceased workman Ghudan is justified in law?**
- (3) **If not, to what relief the workman is entitled to?**

9. Point for Consideration No. 1

Admitted between the parties is the fact that Ghudan was employee with the present employers as General Mazdoor who died during service on 31-12-98. Claim of the present applicant for his appointment as dependent son-in-law of deceased workman rests on the ground that he is the dependent son-in-law of the deceased workman about whom he had made his last will for compassionate appointment. Management has contested the claim mainly on the ground that applicant was not married to the daughter of the workman. Hence point remains to be decided is whether the marriage of present applicant Mahesh Banwari with Urmila who is admittedly the daughter of the deceased workman is proved or not to have been solemnized before the death of the deceased workman. First mention of the marriage comes in the alleged will of the deceased workman wherein he states that the applicant Mahesh is his son-in-law and dependent on him. The applicant and his wife who have appeared as witness have also supported their allegation on this point. The workman has

filed and proved Exhibit W-8 which is certificate of marriage issued by Additional Collector/Marriage Officer, District Chhindwara on 18-8-06. Perusal of certificate reveals that firstly, this marriage was in Special Marriage Act and secondly this marriage was solemnized on 18-8-06. The contents of this certificate are being reproduced as follows:-

मैं मनोज खत्री अपर कलेक्टर एवं विवाह अधिकारी जिला छिन्दवारा (म.प्र) एतद द्वारा प्रमाणित करता हूँ कि २००६ के अगस्त मास के 18वें दिन महेश बनवारी पिता तुलसी बनवारी निवासी पौनिया थाना तहसील चाँद वर्तमान में घोडवादी तहसील जुन्नारदेव, जिला छिन्दवारा (म.प्र) एवं उर्मिला बनवारी पिता घुडन निवासी गुढी थाना तहसील जमई वर्तमान में घोडवादी तहसील जमई जिला छिन्दवारा (म.प्र) मेरे समक्ष हाज़िर हुए और उनमें से प्रत्येक ने मेरी उपस्थिति में और उन तीन साक्षियों कि उपस्थिति में जिन्होंने इसमें नीचे हस्ताक्षर किये हैं, धारा-11 द्वारा उपेक्षित घोशनाएँ कि और उनका परस्पर विवाह इस अधिनियम के अधीन मेरी उपस्थिति में अनुष्ठापित किया गया /

This certificate demolishes the whole claim of the applicant. Under Section 92 of the Indian Evidence Act, documentary evidence shall prevail over oral evidence. Hence, the contents of this certificate shall prevail oral statement of witnesses. Accordingly it is held that the factum of marriage of present applicant with the daughter of deceased workman before the death of the workman is not proved from evidence on record. Accordingly, it is established that there was no relation of father-in-law and son-in-law between the deceased workman and the present workman Mahesh Banwari at the time of death of workman. Hence, the applicant cannot be held to have made out a case for being entitled to be given compassionate appointment as dependent son-in-law of the deceased workman. On the basis of above findings, Issue No.1 is answered accordingly.

10. Point for Determination No. 2

In the light of my finding recorded above, the action of management in refusing appointment to the applicant Mahesh Banwari on compassionate basis as dependent son-in-law of deceased workman Ghudan is held justified. Issue No. 2 is answered accordingly.

11. In the result, award is passed as under:-

- (1) **The action of the General Manager, Western Coal Fields Limited, Kanhan Area, Dungaria in not providing employment to Shri Mahesh Banwari, dependent son-in-law of deceased workman Shri Ghudan is legal and justified.**
- (2) **The applicant Shri Mahesh Banwari is not entitled to any relief.**

Dated: 31.5.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फूड कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 08/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-22011/78/2008-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Lucknow, as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and their workmen, received by the Central Government on 25.06.2019.

[No. L-22011/78/2008-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT
LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 08/2009
Ref. No. L-22011/78/2008 - IR (CM-II) dated: 08.04.2009

BETWEEN :

The State Secretary,
Bhartiya Khadya Nigam Karmchari Sangh
TC/3V, Vibhuti Khand, Gomti Nagar, Lucknow
(Espousing case of Sri K.P.N. Singh)

AND

1. The General Manger
Food Corporation of India
TC/3V, Vibhuti Khand
Gomti Nagar, Lucknow
2. The Regional Manger
Food Corporation of India
1/13, 203 – B, Civil Lines
Faizabad.

AWARD

1. By order No. L-22011/78/2008 - IR (CM-II) dated: 08.04.2009 and its subsequent corrigendum dated 29.07.2009 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, TC/3V, Vibhuti Khand, Gomti Nagar, Lucknow and the General Manger, Food Corporation of India, TC/3V, Vibhuti Khand, Gomti Nagar, Lucknow & the Regional Manger, Food Corporation of India, 1/13, 203 – B, Civil Lines, Faizabad for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF FCI IN IMPOSING PENALTIES ON SHRI K.P.N. SINGH VIDE THEIR ORDERS DATED 01.08.2008, 29.07.2008, 12.10.2007, 31.10.2007 & 23.02.2008 AND FOUR SEPARATE PENALTY ORDERS EACH DATED 31.07.2008 IS LEGAL AND JUSTIFIED? TO WHAT RELIEF IS THE WORKMAN CONCERNED ENTITLED FOR?”

3. The case of the workmen’s union, in brief, is that the workman, K.P.N. Singh, had been working as Assistant Grade I (Depot) in Barabanki when he superannuated on 31.10.2007 and during his service he had been issued illegal charge sheets for alleged storage loss vide letters dated 24.10.2007, 12.06.2007, 12.04.2007, 24.10.2007 and 24.10.2007 to which the workman filed his replies dated 27.10.2007, 26.10.2007, 26.04.2007, 21.06.2007 & 26.10.2007; but the management of FCI, without considering his replies, imposed penalties vide impugned orders dated 01.08.2008, 29.07.2008, 12.10.2007, 31.10.2007 & 23.02.2008, imposing recovery of Rs. 5000/-, 8936/-, 50,000/-, 40,000/- & 27,150/- respectively; resultantly the gratuity of the workman had been forfeited. It is further alleged by the workman that the management, in similar way issued charge sheets dated 23.03.2007, 07.07.2007, 16.07.2007 & 20.03.2007 to which he filed his replies dated 27.03.2007, 18.07.2007, 26.07.2007 and 17.02.2007 and the management again without considering his replies passed four penalties vide impugned orders dated 31.07.2007 & 31.07.2008. The workman has submitted that the impugned penalty orders are non speaking, unreasonable and are in violation to the regulation 60(1)(c) and 60(1)(d) of the Staff Regulation 1971; and also the recovery had been made from his gratuity which was in violation of the provisions contained in FCI (Death-cum-Retirement Gratuity) Regulation 1967; and accordingly, the workmen’s union has prayed that the impugned penalty order be set aside and the amount recovered be returned to him with interest.

4. The management of the Food Corporation of India has disputed the claim of the workmen’s union with submission that the workman concerned had been issued various charges sheet for storage loss; and after providing reasonable opportunity to defend himself, was awarded punishment of recoveries of the alleged sum in accordance with the provisions contained in FCI (Staff) Regulation 1971. The management has also submitted that the recovery of the impugned sum had been as per provisions contained in the FCI (Death-cum-Retirement Gratuity) Regulation 1967 and

there is nothing illegal in it. The management has also alleged that the workman should have availed alternate remedy of appeal against impugned orders, provided under regulation 70 of the FCI (Staff) Regulation – 1971; but he failed to do so; accordingly, the management has prayed that the claim of the workmen's union is devoid of any merit and is liable to be rejected.

4. The workmen's union filed rejoinder, reiterating his contentions, already made in the statement of claim.

5. The parties filed documents in support of their respective cases and adduced oral evidence. The workman examined himself and he was cross-examined by the management; in rebuttal, the management filed affidavit of Sri Promod Kumar Awasthi, AGM (Vig); but the workmen's union did not turn up to cross-examine the management's witness, inspite of ample opportunities being afforded to it nor did it turn up to put oral/written arguments. However, the forwarded its oral as well as written arguments in support of their contentions.

6. Heard intellect submissions of the learned counsel of the management and gone through written submissions filed by him and perused entire evidence on record.

7. The workmen's union has come up with a case that the workman had been issued various illegal charge sheets for alleged storage loss and had been penalized with various penalty orders, without going through the explanation submitted by him before the competent authority.

8. Per contra, the case of the management is that the workman concerned had been issued various charges sheet for storage loss at different span of time; and after providing reasonable opportunity to defend himself, was awarded punishment of recoveries of the alleged sum in accordance with the Rules and resultantly, the recoveries were made; moreover, the workman did not avail alternate remedy of appeal against impugned orders, provided under regulation 70 of the FCI (Staff) Regulation – 1971.

9. Admittedly the workman had been issued various charge sheets by the management of FCI for the storage loss occurred in the grain stock; and had been issued punishment vide impugned orders after following due procedures of principles of natural justice.

10. The workman in his cross-examination has stated that he had worked in Barabanki depot of FCI w.e.f. November, 1999 to 2007 upto his superannuation and during this duration he worked as AG(III) Depot in the year 1999, AG (II) in the year 2002, AG(I) in the year 2003. He stated that he used to prepare 29.10 statement and this statement contained all details and this is called storage loss statement. He also stated that he was entrusted with the duties of looking after the stock and that he did not prefer any appeal against penalty orders. On the contrary the workmen's union did not turn to cross-examine the management's witness, who corroborated the pleading of the management given in the written statement. No cross-examination with the management witness, leads to presumption of implied admission regarding truthfulness of the witness.

11. Thus, from perusal of the statement of the workman given before this Tribunal, during cross-examination, it is evident that he had been custodian of the stock and used to prepare related register, therefore, he was rightly charged with the charges of storage loss, occurred during his course of service. Secondly, from perusal of Regulations – 70 of the FCI (Staff) Regulation – 1971, which provided 45 days for preferring an appeal against orders of the disciplinary; but the workman did not avail the same, instead he filed application for conciliation before the RLC (C) and subsequently the case was referred to this Tribunal.

12. Accordingly, in view of the facts and circumstances of the case, discussions made herein above and perusal of the record, I am of considered opinion that the action of the management of FCI in imposing penalties on Sri K.P.N. Singh vide their order dated 01.08.2008, 29.07.2008, 12.10.2007, 31.10.2007 & 23.02.2008 and four separate penalty orders each dated 31.07.2008 is legal and justified; and the workman concerned is not entitled to any relief.

13. The reference under adjudication is answered accordingly.

14. Award as above.

LUCKNOW

11th June, 2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 60/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/21/2015-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. S.E.C.L. and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/21/2015-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/60/2015

The President,
Koyla Mazdoor Sabha,
Churcha Colliery,
Distt. Korba,
Korba Chhattisgarh

...Workman/Union

Versus

General Manager,
South Eastern Coalfields Limited,
Kusmunda Area,
PO Kusmunda Colliery,
Korba Chhattisgarh

...Management

AWARD

Passed on this 13th day of May 2019

1. As per letter dated 19-6-2015 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947, hereinafter referred to by word 'Act', as per Notification No.L-22012/21/2015-IR(CM-II). The dispute under reference relates to:

"Whether the General Manager, South Eastern Coalfields is justified in demoting Shri Sakhran Sahu from the post of Assistant Foreman to Category-6 worker after 18 months of working as an Assistant Foreman? If not, what relief the workman is entitled to and from which date?"

2. According to workman, he was first appointed as Category I General Mazdoor & was promoted to the post of Electrician Category-VI. He was promoted to Assistant Foreman vide order of employers dated 26-12-2008 but was asked to work on the same post due to shortage of staff and after 15 months of his working on promotion post, he was reverted back to Electrician Cat-VI. According to him, his demotion to Electrician Category VI after 8 months of working as Assistant Foreman was against law. He has prayed for setting aside of his demotion order and consequential benefits. The employers have admitted the case of workman that he was promoted to the post of Assistant Foreman from Electrician Category VI vide order dated 26-12-2008 and was transferred to Korba Area from Kusmunda Area. He was asked to join on the post of promotion at the place where he was transferred but he refused to move on transfer and wanted to remain at Kusmunda Area therefore promotion order could not be implemented. In due course, he was again promoted to the post of Assistant Foreman vide office order No.1503 dated 30-11-11. Thereafter he was posted at Laxman Project. He was also given further promotion to post of Foreman Grade-B on 29-6-2015. According to the employers since the workman refused to move on the place of posting which was Korba Area after promotion to the post of Assistant Foreman Grade "C" from Electrician Grade VI vide order dated 26-12-2008 and remained at his previous

place of posting. His promotion could not be implemented hence he was again promoted to the post of Assistant Foreman Grade C in 2011 & posted in Laxman Project itself where he has been working.

3. At stage of evidence, workman has filed office order dated 26-12-2008, office order dated 19-1-09, communication dated 27-1-2014 by management to ALC, representation of management dated 18-2-2011, office order dated 30-11-11, licence issued by State of Chhattisgarh in Electricity Act(all copies) admitted by management.

4. Management has also filed office order dated 26-12-2008 & 30-11-11, office order dated 17-18/12/2011, 1-1-2012, office order dated 29-6-2015 (all copies) admitted by workman hence marked Exhibits.

5. Workman has examined himself on oath as witness. Management has examined Shri Shailendra Parashar, Assistant Manager (P) on oath as its witness. I have heard the workman in person & Shri A.K.Shashi, Advocate learned counsel for management and have gone through the record. After having perused the record in the light of rival argument, following points for determination come up in this case-

(1) **Whether the office order dated 26-12-2008 promoting workman from the post of Electrician Grade VI to Assistant Foreman Grade “C” was given effect to at that time or not?**

(2) **Whether the workman is entitled to difference of pay for the period as stated above or not?**

6. Point for determination No. 1

Office order dated 26-12-2008 which both parties have filed and admitted contains the name of present workman Sakhrum Sahu at Sl.No.5. he has been promoted from post of Electrician Grade VI & has been posted from Kusmunda to Korba Mines. Exhibit W-2 is office order dated 19-1-2009 which is as follows:-

“उप मुख्य कार्मिक प्रबंधक एस ई सी एल बिलासपुर द्वारा जारी पत्र क्रमांक एस ई सी एल. बी एस पी. एडीएमएम. सिलेक्शन असिस्टेंट फोरमैन 08.1038 दिनांक 26.12.2008 के तहत निम्नलिखित विद्युत् एवम यांत्रिक कर्मचारियों केटेगरी-6 की पदोन्नति सहायक फोरमैन विद्युत् एवं यांत्रिक ग्रेड-सी में हुआ एवं प्रतिस्थापना एस ई सी एल कोरबा क्षेत्र किया गया है / इनको प्रतिस्थापना एस ई सी एल लक्ष्मण परियोजना में दिनांक 27.12.2008 से किया जाता है। यह आदेश समक्ष अधिकारी द्वारा अनुमोदित है-

क्रमांक	नाम	पदनाम	प्रतिस्थापना जगह का नाम
१.	देवेन्द्र कुमार नायक	सहायक फोरमैन ग्रेड सी	लक्ष्मण परियोजना
२.	सखराम साहू	... ” ”

This office order is admitted by management and its witness. Perusal of this office order shows that vide order dated 26-12-08, workman was promoted to the post of Assistant Foreman Grade “C” and was posted in Korba Area but he was again transferred in Laxman Area from 26-12-2008. This order no where states that his promotion was cancelled. It also no where states that when he was again transferred to Laxman Area, he was posted against his previous post which was Electrician Grade VI rather it states that he was posted as Asstt. Foreman Grade “C” on which he was promoted. This document militates against the case of management that in fact, the promotion of the present workman was not given effect to on his representation rather it establishes the case of workman that he was adjusted in his previous work place after promotion on his representation vide order of management dated 19-1-09, copy of which is on record as Exhibit W-2. Accordingly it will be lawful to hold that by another promotion order passed on 30-11-2011, it cannot be said that he was demoted from his promotion post which he got in 2008 vide office order dated 26-12-2008 . Point No.1 is answered accordingly.

7. Point No. 2

In the light of finding recorded above, workman is held entitled to difference of pay and wages of his promotional post Assistant Foreman Grade “C” from 27-12-2008 till 30-11-2011.

8. In the result, award is passed as under:-

(1) **The action of the General Manager, South Eastern Coalfields in demoting Shri Sakhrum Sahu from the post of Assistant Foreman to Category-6 worker after 18 months of working as an Assistant Foreman is not justified.**

(2) **Workman Shri Sakhrum Sahu is held entitled to difference of pay and wages of his promotional post Assistant Foreman Grade “C” from 27-12-2008 till 30-11-2011.**

Dated:13.5.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 42/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/8/2010-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1172.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2010) of the Cent. Govt. Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. S.E.C.L. and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/8/2010-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, JABALPUR

NO. CGIT/LC/R/42/2010

Dy.General Secretary,
Koyala Shramik Sangh (CITU),
Camp Bishrampur 1-B/34,
Kumda Colliery, Bishrampur,
Surguja (CG)

...Workman/Union

Versus

Chief General Manager,
Bishrampur SECL,
Post Bishrampur, Surguja (CG)

...Management

AWARD

Passed on this 15th day of May 2019

1. As per letter dated 29-7-2010 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act 194, hereinafter referred to by word 'Act', as per Notification No. L-22012/8/2010-IR(CM-II). The dispute under reference relates to:

“Whether the action of the Chief General Manager, Bishrampur Area of SECL, Distt. Surguja (CG) in (i) non-payment of arrears to Shri Sunil Kumar Rathore for the post of Chief Pharmacist TS Grade A-1 for the period from 1-6-05 to 10-2-2006 and (ii) Demotion from this post to Shri Rathore w.e.f. 10-2-2006 was legal, proper and justified? To what relief is the workman concerned entitled and from which date?”

2. The case of the workman is that he was promoted to the post of Chief Pharmacist Grade I vide order No. 2058-70 dated 31-5/1-6/2005 on the basis of biodata furnished by the office. He joined on the promotional post and continued working on promotional post with utmost honesty sincerity and integrity to the satisfaction of all his superiors from 1-6-05 to 10-2-2006 when the management passed order No. 33 dated 10-2-06 whereby his promotion to the post of Chief Pharmacist (Gr.I) was cancelled. It is further alleged that no show cause notice or any opportunity was given to him before cancelling his promotion and reverting him back. He made a representation to the management but of no avail. He raised dispute and after failure of conciliation, the dispute was referred to this court. It is further case of workman that he was not paid the salary of his promotional post w.e.f. 1-6-05 to 10-2-2006. It is also alleged that the action of the management is against law and justice. Workman has prayed for set aside order of cancellation of his promotion and payment of difference in salary be made from 1-6-05 to 10-2-2006.

3. According to the management, the promotion orders were issued due to clerical mistake done by office. The mistake was w.r.t. date of first joining which was wrongly shown 4-3-99 whereas the actual date of first joining was 8-3-99. This mistake was detected later on. The basis of promotion was seniority in date of joining. By the said promotion order passed due to mistake of report w.r.t. date of first joining, the workers who were senior to the present workman as they have first joined on date earlier to the date of first joining of present workman were deprived of promotion. This mistake was corrected by order dated 10-2-2006 because being junior, the workman was not eligible to be considered for promotion on 1-6-05. Also, it was pleaded that since the workman was not assigned higher responsibility or change in job on the basis of his promotion, there was no occasion of paying difference in salary. Accordingly, it has been prayed that the reference be answered against the workman.

4. The workman has filed office order of promotion dated 31-5/1-6/2005, order dated 10-2-2006 cancelling the promotion order and copy of reference which is already on record. The order of promotion and cancellation have been admitted by management hence marked Exhibits.

5. Management has filed order dated 4-3-99 copy of letter dated 8-3-99 issued by the then Chief Pharmacist. Provisional seniority list, report of office dated 1-6-05, letter of Dy.GM issued to M.Mandal, Office Superintendent on 9-6-05, promotion order, cancellation order, promotion order dated 17-20/9/08, office order dated 20-10-08 & joining letter dated 1-10-08 sent by workman all proved and marked as Exhibit M-1 to M-11. Workman has further filed and proved his 3 representation regarding arrears of salary which are Exhibit W-4, 5 & 6 respectively.

6. Workman has examined himself on oath as witness. Management has examined its witness Ramkrishna Prusty, Manager (P) on oath.

7. I have heard argument of learned counsel Shri Praveen Yadav for workman and Shri A.K.Shashi, Advocate for management and have gone through the record.

8. The main submission of the learned counsel for workman is that since workman has admittedly worked on his promotional post in consequence of the promotion order, he is entitled to difference in salary and its refusal is unjustified in law. He further submits that before cancelling/ recalling the promotion order, no opportunity of hearing was accorded to the workman which is against law and hence the cancellation order is bad in law.

9. On the other hand, learned counsel for management has submitted that since there was no difference in nature of job, the management was fully justified in non-payment of difference of salary. Also, that since the promotion order was passed on wrong facts hence there is no violation of principles of natural justice in not hearing the workman while recalling or reviewing the promotion order.

10. After perusal of record in the light of rival argument, following points come up in the case for determination-

- (1) Whether the demotion of workman from his promotional post w.e.f. 10-2-06 is justified in law?
- (2) Whether non-payment of difference of salary to the workman for the post of Chief Pharmacist Gr-I for the period from 1-6-05 to 10-2-06 is justified in law?
- (3) To what relief the workman is entitled to?

11. Point for Determination No. 1

Respective stand of the parties on this point has been detailed earlier. It is also not disputed by the workman that in fact he did not join on 8-3-99 and had joined on 4-3-99 when he was first appointed. The provisional seniority list Exhibit M-3 filed and proved by management shows 8-3-99 as date of first joining of the workman. It also shows that the seniority list has been prepared on the basis of date of first joining. The seniority list sent to the promotion committee, filed and proved by management witness shows date of joining of present workman as 4-3-99. Management witness has stated on oath that this discrepancy or clerical mistake on reporting was discovered later on, after issuing promotion order and thereafter, promotion order of the present workman was cancelled. Since the workman has not disputed the fact that he had joined on 8-3-99, and basis of seniority is seniority in joining, naturally he would be junior to those who joined on dates earlier to the date of joining of present workman. Hence, there is substance in the case of management that the promotion order regarding the present workman was passed wrongly on the basis of wrong information. Point further arises as to whether the workman should have necessarily been given an opportunity of hearing before reviewing the promotion order. Rules of natural justice are rules of procedure and procedure is handmaid of justice is established principle of law. Opportunity of hearing may also be dispensed with in suitable cases. Keeping in view the facts stated above, the present case is no doubt a fit case for dispensing with the opportunity of hearing to the workman in reviewing his promotion order. Hence, I am unable to accept the argument of learned counsel of workman that the order cancelling promotion to workman is bad in law because opportunity of hearing was not given to him. **Accordingly, it is held that order dated 10-2-05 passed by the management cancelling the promotion to the workman to the post of Chief Pharmacist Grade I is justified in law and fact.**

Issue No.1 is answered accordingly.

12. Point for Determination No. 2

It is undisputed that the workman worked on his promotional post for the period 1-6-05 to 10-2-06. There is no justification at all in denying him the benefit of his promotion in form of difference of pay when he has worked on promotional post which is naturally a post of more responsibility. **Hence the action of the management in denying the difference of pay and other allowances to the present workman during the period 1-6-05 to 10-2-06 is not justified in law.**

Point No.2 is answered accordingly.

13. Point for Determination No. 3

On the basis of finding recorded above, workman is already entitled to the relief of difference in salary for the post of Chief Pharmacist Grade I for the period 1-6-05 to 10-2-06.

14. In the result, award is passed as follows:-

- (1) The action of the Chief General Manager, Bishrampur Area of SECL, Distt. Surguja (CG) in canceling the promotion order vide order dated 10-2-06 is legal and proper.
- (2) The action of the Chief General Manager, Bishrampur Area of SECL, Distt. Surguja (CG) in non-payment of arrears to Shri Sunil Kumar Rathore for the post of Chief Pharmacist TS Grade A-1 for the period from 1-6-05 to 10-2-2006 is not proper and legal.
- (3) Management is directed to pay the difference of salary for the post of Chief Pharmacist Grade I for the period from 1-6-05 to 10-2-2006 to the workman Shri Sunil Kumar Rathore.

Dated:15.5.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 89/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/113/2013—आईआर (सीएम—II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1173.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/2013) of the Cent.Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. S.E.C.L. and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/113/2013-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/89/2013

General Secretary,
Bhartiya Koyla Khadan Mazdoor Sangh,
Raigarh Area, Qr. No. M/215,
Navapara Colony,
PO Navapara, Distt. Raigarh (CG)
Chhattisgarh

...Workman/Union

Versus

General Manager,
Raigarh Area (SECL), Behind Collectorate,
Chhote Atarmunda Post Box No.27,
Distt. Raigarh (CG),
Chhattisgarh

...Management

AWARD

Passed on this 7th day of June 2019

1. As per letter dated 18-9-2013 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-22012/113/2013-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of South Eastern Coalfields Limited (SECL), Rajgarh Area, Distt. Rajgarh through its General Manager, Rajgarh Area in not protecting the pay of Shri Tejpal Sahu, Ram Prakash Sahu, Vidyadhar Patel and Shri Jeet Ram following their selection to the higher post of Mining Sardar is proper and justified? If not, to what relief these 4 workmen are entitled to?”

2. After receiving reference, notices were issued to the parties. Both the parties filed their respective claims. Major facts are admitted between the parties. Parties differ only on the point that according to workmen when they were appointed on the post of Mining Sirdar from their earlier post of General Mazdoor on 30-12-06, but not granted pay protection which was their right whereas management has granted pay protection to those who were appointed as General Mazdoor but were appointed as Mining Sirdar in the year 2008.

3. The case of management is that these workmen, who were admittedly working as general mazdoor earlier and was appointed Mining Sirdar in the year 2008 was given pay protection in the light of circular dated 30-10-09 which provided granting of pay protection to those who were appointed after 1-1-08. This circular is Exhibit M-9. Exhibit M-9 filed and proved by management is issued on 28-10-09 which reads as follows:-

“The matter regarding pay protection of the employees who have been selected for the post of Mining Sirdar, Asstt. Foreman and Data Entry Operator (Trainee) was under consideration at various levels while we were having the departmental candidates but they were not responding for selection as their pay was being reduced as per the prevalent practice of selection.”

The matter was discussed in the Screening Committee and also in 2nd FDs meeting held on 8th July 2009 under item No.442.19. It has been decided that pay will be protected as employees who have been selected on these posts on or after 1-1-08. Accordingly, the persons who have been selected for the post of Mining Sirdar, Assistant Foreman and DEO(Trainee) from TR/PR or other lower post and have earned the increment in lower scale, their pay will be protected in the pay scale of respective category/grade. The cases which have already been settled prior to 1-1-08 will not be reopened.”

Workmen side has referred to circular Exhibit W-12 filed and proved by workman which is a circular dated 14-4-2016 wherein it has been mentioned that the workman selected on higher post can be granted pay protection.

4. **Now the point arises for determination is whether the action of management in refusing to grant pay protection to the workmen whereas pay protection has been granted to the similarly placed another workman in the light of circular of 28-10-09 is justified in law and fact or not.** This circular has been reproduced earlier in this judgment. It makes a distinction between the employees who are selected on or after 1-1-08 and others by providing pay protection to those selected after 1-1-08 & leaving those who were selected before this cut off date. To my mind, this circular is discriminatory and violates the basic principle of equality provided under Article 14 of Constitution, which provides equality between law and equal protection of law. How one employee who was earlier General Mazdoor, selected as Mining Sirdar before 1-1-08 be refused of pay protection whereas another employee having the same case be granted pay protection only on the ground that he has been selected or or after 1-1-08 beyond common logic. Since this circular is discriminatory as it is against Article 14, it can be ignored as ineffective though it cannot be declared ultra virus because this Tribunal does not have the power to do so. On the basis of above discussion, I record my finding and hold

that refusal of pay protection to the workman on the basis of circular of 28-10-2009 is unjustified in law and the workmen are entitled to pay protection as per rules ignoring the said circular. The reference is answered accordingly.

5. In the result, award is passed as under:-

- (1) The action of the management of South Eastern Coalfields Limited (SECL), Rajgarh Area, Distt. Rajgarh through its General Manager, Rajgarh Area in not protecting the pay of Shri Tejpal Sahu, Ram Prakash Sahu, Vidyadhar Patel and Shri Jeet Ram following their selection to the higher post of Mining Sardar is not proper and is unjustified.
- (2) Workmen are entitled to pay protection as claimed by them.

Dated: 7.6.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 100/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/134/2011-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 100/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. S.E.C.L. and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/134/2011-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, JABALPUR

NO. CGIT/LC/R/100/2011

Shri Bishun Ram,
S/o Shri Sitaram, Ex-Mechanical Helper,
Cat-II, Ward No.7,
Old Chhanna Khakka Dafai,
Korea Colliery,
Chirimiri Area,
Distt. Korea (CG)

...Workman

Versus

1. Chief General Manager,
SECL, Baikunthpur Area,
PO Baikunthpur, Distt. Korea,
Chhattisgarh
2. Sub Area Manager,
SECL, Churcha West Colliery,
PO Churcha, Distt. Korea,
Chhattisgarh

...Management

AWARD

Passed on this 30th day of May 2019

1. As per letter dated 10-10-2011 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/134/2011-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of the Chief General Manager, Baikunthpur Area of SECL and the Sub Area Manager, Churcha Colliery (RO) Sub Area of SECL Churcha, Distt. Korea (CG) in dismissing Shri Bishun Ram, S/o Sita Ram, Ex Mechanical Helper Cat-II w.e.f. 3-3-2010 is legal and justified? To what relief the workman concerned is entitled and from which date?”

2. After receiving reference, notices were issued to the parties. According to the workman, he was first appointed as Mechanical Helper Cat-II vide order dated 20-11-90. He was transferred from Chirimiri Area to Bhatgaon in April 2004, was again transferred from Bhatgaon to Baikunthpur Region vide order dated 17-8-06 and was present on duty for about 116 days during the period from 24-8-06 to 3-12-06. He was allotted a residence in Churcha colliery which is 20 kms away from his place of work. He developed health issues and had to undergo medical treatment from 8-11-07 to 23-1-08 for malaria and typhoid in District Hospital, Baikunthpur. After recovery from illness, he attempted to join his duty with sick certificate but was not allowed by management instead he was issued a charge sheet dated 25-1-08 levelling charges under clause 26.24 & 26.30 of certified standing orders applicable in management establishment. The charge was that he absented himself unauthorizedly from 7-11-07 till date of charge sheet and his presence was only for 116 and 74 days respectively in the year 2006 & 2007. According to the workman, he submitted the reply to the charge sheet taking his illness as ground of absence which was found not sufficient and departmental enquiry was instituted against him. Firstly Shri D.N.Singh was appointed Enquiry Officer who was changed vide order dated 28-11-09 and Mr.D.Singh was appointed Enquiry Officer. Shri H.Khalco was appointed Presenting Officer. His consistent request with management to allow him on duty were not heard off and he was made to suffer for 28 months by not paying him even subsistence allowance. Charge sheet with vague charges were served on him on 25-1-08. Proceedings were completed in one day. Only a clerk Rajnu Babu obtained his statement and signature on 10-12-09 and he was told that enquiry has been completed. It is the case of workman that he never admitted the charge during enquiry and explained the reasons behind his absence in enquiry. No witness was examined by prosecution during DE, no documents were proved and the Enquiry Officer submitted his Enquiry Report wrongly holding his absence unauthorizedly and willful. Though punishment of withholding of two increments without cumulative effect were proposed but the Dy.Chief Personal Manager, Baikunthpur region changed the sentence and issued a command to Dy.Regional Manager to send a proposal for punishment of dismissal which was sent by Dy.Regional Manager on 3-2-2010 with a foot note on note sheet that workman was also present from 2008 to 2009 though this was not a part of charge in the departmental enquiry. According to the workman, no reasonable opportunity of hearing was given during the enquiry, principles of natural justice were not followed. Hence the enquiry is bad in law. No charge of willful absence was proved from the evidence during enquiry. Hence the finding regarding proof of charge recorded by Enquiry Officer is perverse. The Controlling Authority acted whimsically in passing the impugned punishment of dismissal which is excessive. It is further the case of workman that he raised dispute with the ALC. After failure of conciliation, reference as referred to above has been made to this Tribunal. The workman has therefore sought a relief for setting aside his dismissal and reinstated him with all backwages and benefits from the date of his dismissal.

3. The management filed written statement of defence wherein it was pleaded that workman was a habitual absentee. He remained absent from duty without prior information, without any application of leave or leave sanctioned as follows-

Year	Attendance
2005	Nil
2006	116 days
2007	74 days
2008	Nil
2009	Nil

He was issued a charge sheet No. 3016 dated 20-1-2008 for his unauthorized absence from 7-11-07 and poor attendance for the year 2005, 2006 & 2007. Finding the reply unsatisfactory, a departmental enquiry was instituted. Memorandum

of enquiry dated 1-12-2009 was issued to workman. Charges were read over to him. He admitted the charges unconditionally. He did not express his desire for assistance of co-worker to defend him. Despite his admission of charges, the Enquiry Officer collected documentary evidence in support of charges. The medical certificate, filed by the workman, was also taken on record. The case of workman was that he was not attending his job due to sickness. The charges were found proved in the DE and his services were terminated by the impugned order. According to the management, the enquiry was conducted properly giving the workman to defend him hence there is no illegality in the DE. Management denied that the workman ever applied for leave on medical ground or sent any intimation regarding his alleged sickness and treatment. Also denied that he reported for duty along with sickness certificate and that charge of willful habitual absence being proved on the workman. The punishment of dismissal is not disproportionate to the charge. Accordingly, the management has requested that the reference be answered against the workman.

4. Following issues were framed by my learned predecessor vide his order dated 18-12-2014

- (1) Whether enquiry conducted against workman is proper and legal?
- (2) Whether charges framed against workman are proved from evidence in Enquiry Proceedings?
- (3) Whether punishment of dismissal imposed against workman is proper and legal?
- (4) If so, whether the workman is entitled to any relief or not?

5. Issue No.1 was taken as preliminary issue and on the basis of evidence produced, the departmental enquiry was held legally and properly conducted against the workman vide order dated 31-3-2015 passed by my learned predecessor. This order is part of the award.

6. During evidence on preliminary issue No.1, workman examined himself on oath. Management examined Suresh Kumar Sr. Officer, Pay and Accounts and proved the documents Exhibit M-1 to M-8 which are charge sheet dated 25-1-08, reply of workman dated 31-1-08, office order dated 28-11-09, notice for enquiry dated 1-12-09, proceedings of departmental enquiry dated 10-12-09, proposal regarding dismissal put up by Dy.Chief Personnel Manager dated 3-2-2010, office order regarding dismissal dated 4-3-2010 and mercy appeal filed by workman on 4-9-2010.

7. No further evidence was adduced by any of the parties on additional issues. Hence argument of Shri Pranay Choubey learned counsel for workman and Shri A.K.Shashi learned counsel for management were heard and records were perused by me. Workman also filed written argument which is part of record. I have gone through the written argument also.

8. Issue No. 2

It has been submitted by learned counsel for workman that charge of unauthorized absence relates to the period 7-11-07 to 25-1-08 i.e. till date of issue of charge sheet. Regarding the charge of continuous absence in the year 2005, since the workman was not posted in Churcha colliery, there is nothing on record, produced by management during enquiry, to establish this charge. Same is the case regarding his absence in 2005 till July 2006 when he was not posted in Churcha colliery hence charge regarding presence of only 16 days in 2006 & 74 days in 2007 also cannot be held proved because of any document establishing these charges as the workman was not posted in Churcha colliery. Learned counsel for workman has submitted that workman never admitted the charges. He has referred to the reply of the workman in this respect. Learned counsel has further referred to case of **Krishnakant B.Parmar versus Union of India and other reported in 2012(3)SCC-178** wherein it has been observed that a Government employee who remained absent unauthorizedly from duty cannot be proceeded against until the charges proved his absence willful and not result of compelling circumstances. According to Hon'ble the Apex Court, unauthorized absence from duty and willful absence are two separate things. According to the learned counsel, at the worst, the absence of workman can be unauthorized and not willful because he had explained and established the compelling circumstances regarding his sickness in the said period which prevented him from attending his duties. Accordingly, it has been submitted that no charge can be held proved against the workman.

9. On the other hand, learned counsel for management has referred to Rule 7.5, 12.4, 12.5, 13.1 of Standing Orders and has submitted that there is a procedure to be adopted in case of sickness. No such procedure was adopted by the workman in present case. Learned counsel further refers to Rule 26.24 & 26.30 which are misconduct. He further refers to Rule 27.1 which deals with penalties for misconduct and submits that since continuous presence by the workman in establishment is first condition for running an establishment with efficiency, any unauthorized willful absence should be dealt with seriously otherwise workers may be tempted to absent themselves as and when they want and this will lead to disruption of work.

10. Learned counsel for management further submits that absence was not denied by the workman rather it was accepted by him during DE as it is evident from record. In such a case, the burden was on the workman to establish that his absence was not willful or to establish the excuses behind his absence. Learned counsel further submits that it is not disputed that workman did not inform the authorities regarding his illness or treatment. He did not receive treatment in

hospitals established by the establishment. Hence in such circumstances, his defense was not found genuine. It is not perverse as his evidence from record of enquiry. Accordingly, it has been submitted that the charges he held proved in the enquiry.

11. Before entering into any discussion on merits, the relevant provisions of standing orders applicable to the management are being reproduced as follows:-

Rule 7.5-Absence from place of work-

Any workman who after going underground or after coming to his work in the department/ section in which he is employed, is found absent from his proper place of work during working hours without permission from the Appropriate Authority or without any sufficient reason shall be liable to be treated as absent for the period of his absence.

Rule 12.5: Application for leave or extension of leave on medical grounds shall be supported by a certificate from a Medical Officer of the company or where there is no such officer, a government Medical Officer or failing him, from a Registered Medical practitioner, stating the period for which leave is recommended. On receipt of such application, the sanctioning authority shall immediately inform the workman in writing whether the leave or extension of leave has been granted and if so for what period. An employee who has been sanctioned leave or an extension of leave on medical ground for a period exceeding 14 days at a time shall not be allowed to resume duty unless he produced a certificate of fitness. If no information is received by the workman, from the management, regarding leave in question as applied for, it may be presumed to be granted.”

Rule-13: Application for leave:- A workman who desires to obtain leave of absence shall apply in writing to the Competent Authority, not less than 15 days before the commencement of the leave, except where leave is required in unforeseen circumstances and the competent authority shall issue orders on the application within a week of its submission of two days prior to the commencement of the leave applied for whichever is earlier, provided that if the leave applied for is to commence on the date of the application or within three days thereof orders shall be given on the same day. If the leave is refused or postponed, the fact of such refusal or postponement and the reasons therefor shall be recorded in writing in a register to be maintained for the purpose and if the workman so desires a copy of the entry in the register shall be supplied to him. If the workman after proceeding on leave, desires an extension thereof, he shall apply to the competent authority who shall send a written reply either granting or refusing extension of leave to the workman. Sanction/ refusal of leave shall be communicated to the workman in writing.

Similarly **Rule 26.24 & 26.30** which deal with misconduct are also being reproduced as follows:-

Rule 26.24- Habitual late attendance or habitual absence from duty without sufficient cause.

Rule 26.30- Absence from duty without sanctioned leave or sufficient cause or overstaying beyond sanctioned leave.

12. Perusal of the charge sheet Exhibit M-1 shows that the charges were **firstly**, unauthorized absence from 7-11-07 till date of charge, **secondly**, nil presence in 2005, presence of 116 days in 2006 and 74 days in 2007 as well nil presence in 2008 which according to the charge sheet issued, shows that the workman is in the habit of absenting himself unauthorizedly without any intimation which is a misconduct.

13. The reply to the charge filed by the workman during the Departmental Enquiry Exhibit M-2 shows that workman first stated that the charges are far from truth. It is further stated that workman fell ill suddenly and he was receiving treatment of Dr. Karan. He further states that he could not intimate the management regarding his sickness because there was no another co-worker at his place who used to come to the work place where he worked. Workman further assures that he will not repeat it again and requests for allowing him to work. Record of proceeding dated 10-12-09 shows that in response to Q.1 asked by the Enquiry Officer, whether the workman admits the charges, the workman states that he admits his mistake. He further states that he was suffering from malaria & typhoid since 7-11-07. Hence he could not appear. He had filed a medical certificate before Enquiry Officer. He further states that he was posted in Bhatgaon in 2005 till August 2006 from where he joined in Churcha West, the present work place. Hence his presence in 2006 has been shown less in Churcha West. No documents regarding absence of the workman in the year 2005 & 2006 till August 2006 collected from Bhatgaon have been produced before the Enquiry Officer. Hence, the charge regarding nil presence in 2005, presence of only 116 days in 2006, 74 days in 2007 & nil in 2008 is held not proved from the records of enquiry produced before this Tribunal.

14. As regards the charge of absence from 7-11-07 till 25-1-08, as the record of proceedings during enquiry as mentioned above, makes it clear that this absence was not without reason. It is no where finding of Enquiry Officer that medical certificate filed by the workman regarding his absence was not genuine.

15. As regards the argument of learned counsel for management that workman did not avail the facilities of treatment provided by management, the case of workman is that he was not in a position to avail because the facilities are far away from the place where he fell ill.

16. Learned counsel for management has referred to case **Chairman cum Managing Director Coal India Ltd. versus Mukul Kumar Choudhari AIR-2010-SC-75** wherein the delinquent unconditionally admitted the charges, no further evidence was required to prove but the facts of the case in hand are different from referred case. Hence the admission was not unconditional.

Another case **Vivekanand Sethi versus Chairman J&K Ltd (2005)5-SCC-337** which reiterates the same point as referred to case of Chairman cum MP Coal India (Supra) can also be distinguished easily from the facts of case in hand.

17. Another case **Smt. Padma versus Chief Traffic Manager BMTCP No.37323-25 of 2010 decided by Karnataka High Court on 10-6-2011** Photocopy filed and referred to by learned counsel for management to support his argument. In the referred case, workman was absent from duty from 20-1-05 to 25-12-05 and sought to explain by producing medical certificates were not believed on the facts peculiar to the referred case because there was discrepancy regarding date of fitness in the certificate produced by workman. Furthermore, record of prescriptions were not produced to explain his discrepancies and on the basis of this peculiar facts, Hon'ble High Court held that the absence was not fully justified.

18. Learned counsel for management has further referred to **New India Assurance Co. Ltd versus Vipin Beharilal Srivastava (2008)3-SCC-446** wherein it was observed that mere sending an application for grant of leave much after the period of leave was over as also the date of assuming duties cannot be said to be a bonafide act on part of the workman.

In the case in hand, workman has filed medical certificate issued by Government Doctor of a District Hospital which has no where been found fake or forged hence the facts of referred case can also be distinguished from the facts of the case in hand.

In another case **A.M. Eashwarachar versus Executive Engineer (Electrical) in 1995-I-LLJ-1065 Karnataka High Court**, it has been observed by Hon'ble High Court in cases of habitual absence, no sympathy should be shown.

19. There can be no disagreement with the principal of law laid down by Hon'ble High Court in the referred case but the facts of case in hand are different. Charge of habitual absence are held not proved from the evidence collected during the Departmental Enquiry in the case in hand. charge of willful absence for the period 7-11-06 to 25-1-07 i.e. period of 74 days have been explained by the workman during enquiry by producing medical certificate of a Government Doctor of District Hospital which has no where been found fake or not genuine hence on the basis of above discussion, I am of the considered view that no charge of willful absence has been proved against the workman during the enquiry though the charge of unauthorized absence can be held to be proved.

20. In the case of **Krishnakant Parmar (Supra)** referred to by learned counsel for workman, Hon'ble Apex Court has held that what is to be seen is willful absence which constitutes misconduct. As Rule 26.30 of standing orders speak absence from duty without sanctioned leave or sufficient cause or overstaying beyond sanctioned leave is misconduct. When the willful absence has been held not proved, absence without sufficient cause as mentioned in Rule 26.30 is also held not proved.

21. On the basis of above discussion, none of the charges are held proved during enquiry. Issue No.2 is answered accordingly.

22. Issue No. 3

On the basis of findings recorded in Issue No.1, the punishment of dismissal is held not justified in law and fact and liable to be set aside. Issue No.2 is answered accordingly.

23. Issue No. 4

In the light of findings recorded above, setting aside the order of his dismissal from service, the workman is held entitled to reinstatement with all back wages and benefits from the date of his dismissal.

24. In the result, award is passed as under:-

- (1) The action of the management of the Chief General Manager, Baikunthpur Area of SECL and the Sub Area Manager, Churha Colliery (RO) Sub Area of SECL Churha, Distt. Korea (CG) in dismissing Shri Bishun Ram, S/o Sita Ram, Ex Mechanical Helper Cat-II w.e.f. 3-3-2010 is held illegal and unjustified.
- (2) Workman Shri Bishun Ram is held entitled to reinstatement with all backwages and consequential benefits.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

Dated: 30.5.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 49/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/359/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2008) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/359/2007-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/49/2008

General Secretary,
Sanyukta Koyla Mazdoor Sangh (AITUC),
CRO Camp, Iklehra,
Chhindwara

...Workman/Union

Versus

Chief General Manager,
WCL, Pench Area,
PO Parasia,
Chhindwara

...Management

AWARD

Passed on this 1st day of May 2019

1. As per letter dated 4-3-2008 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/359/2007-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of M/S WCL in dismissing Shri Rambharose w.e.f. 24-11-2005 is legal and justified? If not, to what relief is the workman entitled?”

2. According to statement of claim filed by workman, he was appointed on 2-7-95. He fell ill and his wife informed the management about his illness. He was taken to Nagpur for treatment where he was under treatment and after recovery, he presented himself for joining his job. Then he was told that since the colliery in which he was working was closed, he would be allotted duty from Regional Office. He was issued chargesheet dated 16-4-04 wherein it was stated that he was transferred from Shivpuri mines to Vishnupuri mines on 27-4-99 and was asked to report his new place of posting which he did not report and absented himself. The enquiry was illegally conducted without giving opportunity to defend and without considering his defence of illness though he had filed medical certificate and was awarded maximum punishment of dismissal which was disproportionate to the charge. Accordingly he prayed his reinstatement with all backwages and benefits setting aside his dismissal.

3. In the Written Statement of defence filed by the management, it was pleaded that the workman was first appointed at Shivpuri mines on 2-7-95 from where he was transferred to Vishunupuri mines No.2 vide order dated 27-4-99. He did not report for duty at his new place of posting and remained absent till 2004. Hence chargesheet for continuous unauthorized absence was issued against him on 16-2-04 after instituting a departmental enquiry against him. This chargesheet was sent to him by registered post which he refused to receive. After lapse of some time, the workman submitted his reply under said chargesheet which was found unsatisfactory. The Enquiry Officer further proceeded. The workman participated in the enquiry and denied the charges. Prosecution lead evidence during the enquiry and the prosecution witnesses were cross examined by the workman. Workman refused to produce any evidence. The Enquiry Officer submitted his Enquiry Report holding the workman guilty of unauthorised absence from 22-4-99 to 16-2-04 holding the medical illness and certificate not reliable. The Enquiry Report was accepted by the Disciplinary Officer and after hearing the workman on sentence impugned order for dismissal was passed against him. It was also pleaded that the enquiry was properly conducted giving workman full opportunity to participate which he availed. The misconduct warrants major punishment hence punishment is not disproportionate. Accordingly it was prayed that the reference be answered against the workman.

4. During the proceedings before this Court, workman remained absent. Following issues were framed by learned predecessor vide his order dated 16-7-2013 which is as under:-

- (1) Whether enquiry conducted against workman is legal and proper?
- (2) Whether misconduct alleged against workman is proved in enquiry proceedings?
- (3) Whether punishment of dismissal is appropriate and legal?
- (4) To what relief the workman is entitled?

5. Issue No.1 was decided as preliminary issue holding the domestic enquiry legal. It is not worthy that the workman remained absent and he did not produce any evidence on this preliminary issue. This order of my learned predecessor dated 11-4-17 holding the domestic enquiry lawfully conducted is part of this award.

6. Again parties were given opportunity to lead evidence on remaining issue. Workman remained absent. No further evidence was adduced by any of the parties. At stage of argument, workman remains absent inspite of notice. He was given opportunity to file written argument which he did not avail. Mr. A.K.Shashi appearing for the employers submitted his argument.

7. Issue No. 2

The charge against the workman is as under-

- (1) Disobedience of duty
- (2) Intentional breach of discipline resulting in loss of company
- (3) Habitual absence without sufficient cause
- (4) Unauthorized absence for more than 10 days without getting leave sanctioned.

Chargesheet in this respect has been proved by management witness which states these charges. The proceedings of enquiry proved by the management witness goes to show that Enquiry Officer has conducted enquiry and has recorded statement of witness K.S.Unitham during the enquiry who produced the records and transfer order of worker dated 27-4-99 transferring him from Shivpuri to Vishnupuri and asking him to report immediately on his new place of posting. He also proved the receipt of transfer order by the workman and also attendance register Form B showing that the workman never reported on duty since 27-4-99 till 16-2-04. His statement is supported by document in this respect proved by the witness during the enquiry which is on file and proved by the management witness. The case of the workman is that he remained ill during this period. There is nothing on record in form of any document regarding treatment, diagnosis of his illness to substantiate this defence of workman taken by him in the enquiry hence there is no occasion to disagree with the finding of Enquiry Officer regarding proof of charges as recorded by him in the Enquiry Report. **Accordingly it is held that the charges as mentioned above levelled against the workman during the DE are proved. Issue No.2 is decided accordingly.**

8. Issue No. 3

As regards the proportionality of punishment, the case of workman is that the punishment is disproportionate to the proved charge but I am not inclined to accept this in the light of judgment of **Hon'ble Karnataka High Court passed in WP No.37323-25/2010** wherein citing precedents of Hon'ble Apex Court and Hon'ble High Courts, punishment of dismissal in case of unauthorized presence of 11 months and some days was found appropriate. Absence of more than 4 years is proved in the case in hand. hence keeping in view the principle of law laid down in the referred case, punishment

of dismissal in the case in hand cannot be said to be shockingly disproportionate to warrant interference by this court hence holding that the punishment imposed is not disproportionate, this issue is answered accordingly.

9. Issue No. 4

On the basis of finding recorded in the judgment, workman is not entitled to any relief.

10. In the result, award is passed as under:-

- (1) The action of the management of M/S. WCL in dismissing Shri Rambharose w.e.f. 24-11-2005 is legal and justified.
- (2) Workman is not entitled to any relief.

Dated: 1.5.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 82/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.06.2019 को प्राप्त हुआ था।

[सं. एल-22012/132/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 24.06.2019.

[No. L-22012/132/2007-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, JABALPUR

NO. CGIT/LC/R/82/2007

Shri Dalchand, S/o Shri Jheena,
R/O Village Damua No.12,
Post Damua, Tehsil Junnardeo,
Chhindwara (MP)

...Workman

Versus

The Manager,
Nandan Mine No.1,
Western Coalfields Limited,
Kanhana Area, Post Nandan,
Chhindwara (MP)

...Management

AWARD

Passed on this 9th day of May 2019

1. As per letter dated 13-8-2007 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947, hereinafter referred to by word .Act, as per Notification No.L-22012/132/2007-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of WCL in terminating the services of Shri Dalchand w.e.f. 20-3-2003 is legal and justified? If not, to what relief the workman is entitled to?”

2. According to workman, chargesheet dated 4-5-02 for unauthorized absenteeism from duty was issued to him and on the basis of the finding of Departmental Enquiry arrived at by the Enquiry Officer, the services of the workmen were terminated on 17-20/3/2003 but on representation, he was reinstated by the management vide order dated 20-3-03. He joined his duty and continued in service till 7-4-03 but the management reopened the same enquiry and re-terminated the workman vide order dated 7-4-2003. 2nd enquiry on same charges is impermissible under rules hence the said termination is against law as alleged by the workman. It is further the case of the workman that in the charge sheet dated 4-5-2002, issued by the management to him, the charge was that he has unauthorizedly absented himself in 1999, 2000 & 2001 by being transferred on duty only for 170 days in 1999, 121 days in 2000 & 163 days in 2001. The workman denied the charges in his reply. The Enquiry Officer conducted the enquiry with empty formalities which was conducted exparte against the workman. The Enquiry Officer himself was Presenting Officer which is against law hence the domestic enquiry was conducted against law without following the principles of natural justice. The workman was issued show cause notice dated 6-6-02 by the Disciplinary Authority on the basis of findings of the enquiry. He filed reply dated 17-9-02 and considering his reply/ show cause, he was issued a warning vide letter of management dated 17-9-2002 & was permitted to continue in service. It is further the case of workman that after having issued the punishment of warning, the whole matter came to end and 2nd punishment was against law. According to the workman, he raised dispute with the management and conciliation officer. After failure of conciliation, the reference was made by Central Government to this Court. The workman has prayed for setting aside his dismissal and his reinstatement with all backwages and service benefits.

3. As pleaded by the management in their Written Statement of Defense, the workman absented himself unauthorizedly and was present only for 170 days in 1999, 171 days in 2000, 163 days in 2001 & 109 days in 2002. He was issued a charge sheet 1223 dated 4-5-2002 for habitual absenteeism. Since the reply to the charge sheet was not satisfactory, a departmental enquiry was instituted vide order dated 22-5-2002 and Shri P.C.Mishra, Assistant Manager was appointed as Enquiry Officer, Mr. Manohar was appointed as management representative fixing a date for enquiry, memorandum of enquiry dated 23-5-02 was sent to the workman. The workman was present on the first date of sitting and management representative was replaced by Shri T.K.Chakravorty. The workman was given opportunity to avail services of co-worker as his defense Assistant and the proceedings were adjourned. Workman did not appear in the enquiry on the next date fixed which was 1-6-2002 hence adjourning date, fresh memo of notice was sent to the workman which was personally served on him but even then the workman did not participate in the enquiry hence the enquiry was proceeded exparte against workman and after allowing the management to produce evidence, evidence of management was taken. The Enquiry Report was submitted by Enquiry Officer holding the workman guilty of charges of unauthorized absenteeism. A show cause notice dated 14-9-02 was issued to the workman with copy of the charge, Enquiry Proceedings and Enquiry Report to submit his representation but no reply was received from workman hence punishment of dismissal was passed by competent authority on 20-3-03. Thereafter as pleaded by management, Union submitted an appeal on 20-3-03. It was decided by management to put the punishment on hold for two months and workman was allowed to join duty vide order No. 697 dated 3-3-03. It is the case of management that the workman again absented himself and did not fulfill. Hence management put in effect the order of termination dated 20-3-03 by a separate order dated 7-4-03. It has been further pleaded that the enquiry was conducted by Enquiry Officer according to rules, following the basic principles of natural justice. After giving full opportunity to the workman, he did not avail. He also pleaded that the charge proved requires major punishment because it erodes the very potentiality, credibility and productivity of any company or organization if remains unchecked. Accordingly it has been prayed that the reference be answered against the workman.

4. Following preliminary issue was framed by my learned Predecessor:-

“Whether Departmental Enquiry conducted against workman was according to law?”

5. This preliminary issue was decided by my learned predecessor vide his order dated 14-6-2017 holding domestic enquiry properly conducted according to law and thereafter 3 additional issues were framed which are as under:-

- i. Whether the alleged misconduct is proved from evidence in Enquiry Proceedings?
- ii. Whether the punishment of dismissal imposed against workman is legal and proper?
- iii. If so, to what relief the workman is entitled to?

6. It is further to mention here that during pendency, workman died and his LRs were brought on record. No evidence was adduced by the LRs and management on other issues.

7. At argument stage also, none appeared for workman hence argument of Mr. A.K.Shashi learned counsel for management were heard and records have been perused by me.

8. Issue No. 1

This issue is whether alleged misconduct is proved from evidence in Enquiry Proceedings. There is on record statement of T.K.Chakravorty, the then Office Superintendent, who is management witness. He has stated on oath the details of enquiry as mentioned above in the written Statement filed by management. He also stated that statement of management's witness was recorded during the enquiry in support of the charges. He also submitted attendance particulars of the workman and proved the statement of witness & attendance particulars have been filed with the enquiry papers. Workman side has not cross-examined the management witness hence this uncontroverted statement of management's witness, corroborated by enquiry papers go to prove the charges. **Accordingly, it is held that alleged misconduct is proved from the Enquiry Proceedings.**

9. Issue No. 2

This issue is regarding proportionality of punishment. According to standing order Rule 26.24 & 26.25 unauthorized continuous absence is a misconduct which warrants major punishment including dismissal from service. The charge proved is of 3 years of regular unauthorized absence which is a grave misconduct.

Rule 26.24 & 26.25 which deal with misconduct are also being reproduced as follows:-

Rule 26.24- Habitual late attendance or habitual absence from duty without sufficient cause.

Rule 26.25- Distributing or exhibiting in the company's work premises or estates, hand bills, pamphlets, posters or causing them to be displayed by means of signs or writing or other visible representations any matter prejudicial to the company without prior sanction of the management.

There is substance in the argument of learned counsel for management that habitual absence of a worker erodes the very potentiality, credibility and productivity of the organization and if not checked may turn disastrous for the organization. No doubt that punctuality is a condition precedent as bedrock for an organized, established and enlightened industrial management. No institution, howsoever, progressive can afford the irregularity on part of its employees. Keeping in view these facts, punishment of dismissal in the case in hand where unauthorized absence is for continuous 3 years cannot be said shockingly disproportionate to warrant by this Court.

10. Issue No. 3

On the basis of findings recorded in this judgment, workman is held entitled to no relief.

11. In the result, award is passed as under:-

- (1) The action of the management of WCL in terminating the services of Shri Dalchand w.e.f. 20-3-2003 is proper and legal.
- (2) Workman Shri Dalchand is not entitled to any relief.

Dated: 9.5.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1177.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईरनाकुलम, कोचीन के पंचाट (संदर्भ सं. 13/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-22011/43/2012-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1177.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, ERNAKULAM, COCHIN as shown in the Annexure, in the industrial dispute between the management of Canara Bank, and their workmen, received by the Central Government on 25.06.2019.

[No. L-12011/43/2012-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, ERNAKULAM

Present: Shri. V.Vijaya Kumar, B. Sc, LLM, Presiding Officer

(Friday the 17th day of May, 2019)

ID No.13 of 2013

Union : The Secretary
Canara Bank Staff Union
BEFI Center, Melethampanoor
Trivandrum - 695001

By M/s.ANP Associates

Management : The General Manager
Canara Bank, HRM Section
Circle office, M.G.Road,
Trivandrum -695001

By M/s. Menon&Pai

This case coming up for final hearing on 26.03.2019 and this Tribunal-cum-Labour Court on 17.05.2019 passed the following.

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-12011/43/2012-IR(B-II) dated 28.01.2013 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the domestic enquiry conducted by the management of Canara Bank against Smt.S.Geetha, Ex-Clerk at Thrikkovilvattom branch of Canara Bank was proper and in accordance with the principles of natural justice and whether the punishment of compulsory retirement with superannuation benefits imposed on her vide letter dated 18.11.2010, was justified and proportionate to the gravity of the misconduct proved against her? What relief the workman is entitled to? ”

3. According to the union representing the workman, the Assistant General Manager, Disciplinary action cell, Circle Office, Thiruvananthapuram suspended the workman in September 2009. After 6 months, the management issued a charge sheet dated 08.03.2010 alleging that the workman misused her official position in the bank and unauthorized retained and misappropriated amounts tendered by a customer and tampered with the records of the bank by making false and fictitious entries in the passbook issued to the customers. Misconduct of “causing willful damages to the property of the bank and its customers and acting in a manner highly prejudicial to the interest of the bank” chapter 11, regulations 3(j) and 3(m) of Canara Bank Service Code were leveled against the workman. The charges are (1) Workman has allegedly failed to account for an amount of Rs.50,000/- remitted on 11.06.2009 by Smt. I Subaida to the credit of her SB A/c No.16525. (2) workman had allegedly made entries in the passbook and issued “cash received” counter foil without supervisor’s authentication. (3) The workman misappropriated an amount of Rs.50,000/- handed over by Smt I. Subaida to be credited to her SB A/c No.16525. (4) workman allegedly made false and bogus entries in the pass book of SB A/c No. 16525 on 11.06.2009, 10.08.2009 and 21.08.2009 and in the pass book of SB A/c No.74023 on 11.08.2009 and 21.08.2009.

4. Rejecting the objections filed by the workman, the management initiated disciplinary enquiry proceedings and the enquiry officer conducted a farce and namesake enquiry and submitted the report finding the workman guilty of the charges leveled against her. Accepting the findings of the enquiry officer the disciplinary authority vide order dated 18.11.2010 imposed a penalty of compulsory retirement with superannuation benefits such as pension and/or Provident Fund and gratuity as would be due otherwise under the rules or regulations prevailing at the relevant time and without disqualification for future employment. The appeal filed by the workman was also rejected by the Appellate Authority.

5. The impugned punishment is illegal and bad as the same is imposed under Canara Bank Service Code and not as per Bipartite settlement which is applicable to the employees of the management bank.

6. The impugned punishment is illegal and bad as the same is imposed on the basis of vague allegations. The enquiry based on which the punishment is imposed is one vitiated by violation of principles of natural justice. The impugned punishment imposed on the workman is illegal and unjust on the ground that the findings of guilt based on which it is imposed are erroneous, perverse, biased and against facts, circumstances, evidence on records and probabilities of the case. The impugned punishment imposed on the workman is also ultravires and illegal for no act of gross misconduct has been proved against the workman. The impugned punishment is disproportionate, harsh and excessive in the facts and circumstances of the case.

7. The management denied all the allegations of the workman in their written statement. The service condition of the workman in the management bank are governed by Canara Bank Service Code which is in consonance with various Bipartite settlements and awards at industry level.

8. The workman while working as clerk at Thrikkovilvattom branch from 14.08.2006 was placed under suspension from 05.09.2009 for certain irregularities and misappropriations committed by her. Thereafter she was issued a charge sheet dated 08.03.2010. The following charges were leveled against her.

- a. She failed to account for an amount of Rs.50,000/- remitted on 11.06.2009 by Smt.I.Subaida for the credit of her SB A/c No.16525.
- b. Making entries in the pass books and issuing cash received counter foil to the customer without supervisor's authentication.
- c. Misappropriated an amount of Rs.50,000/- handed over by Smt.I.Subaida to be credited to her SB A/c No.16525.
- d. Made false and bogus entries in the pass book of SB A/c No.16525 on 11.06.2009, 10.08.2009 and 21.08.2009 and in the pass book of SB A/c No.74023 on 10.08.2009 and 21.08.2009.

The enquiry officer found that all the above charges are conclusively proved against the workman. The Disciplinary Authority after considering the report and evidence on records and after hearing the workman imposed a punishment of "compulsory retirement with superannuation benefits, Pension and/or Provident Fund and Gratuity, as would be due otherwise under rules or regulations prevailing at that relevant time and without disqualification for future employment." The Appellate Authority concurred with the punishment awarded by the Disciplinary Authority after affording an opportunity to the workman to represent her case. In her submission before the Appellate Authority on 10.01.2012 the workman admitted that she made bogus entries in the pass books without making corresponding entries in the books of accounts of the bank.

9. Findings of the enquiry officer is based on evidence and the enquiry was conducted in a proper and fair manner following the principles of natural justice. The charges proved against the workman are of very serious nature touching upon her honesty and integrity and hence the punishment imposed is proportionate to the proved misconduct.

10. The union was afforded an opportunity to file replication to the written statement filed by management. The union did not file any replication.

11. The fairness of the disciplinary enquiry proceedings was taken up as a preliminary issue on the request of the management. The enquiry officer was examined as MW1 and enquiry file was marked as Exbt.M1. After elaborate hearing this court vide its order dated 31.01.2017 found that the enquiry conducted by the management is just, proper and following the principles of natural justice.

12. Hence the further issues to be decided in this case are;

- a. Whether the findings of the enquiry officer are just and proper and based on evidence?
- b. Whether the punishment imposed on the workman is proportionate to the proved misconduct?
- c. Whether the workman is entitled to any relief?

13. Issue No.1

Having found that the enquiry is conducted in a fair and proper manner following the principles of natural justice, the consequential issue to be decided is whether the findings of the enquiry are based on legal evidence. The case of the management is that Smt.I.Subaida holder of SBA/c No.16525 of Thrikkovilvattom branch complained to the Branch Manager that Rs.50,000/- remitted by her on 11.06.2009 into her account was not actually credited to her account. On investigation it was found that the workman received money from Smt.I.Subaida on 11.06.2009 and without crediting the money into her account a cash received counter foil was issued to her and also made an entry for Rs.50,000/- in the deposit column of her pass book. No such transaction is entered in the books of accounts of the bank.

Hence it is clear that the workman misappropriated Rs.50,000/- handed over to her by Smt.I.Subaida for crediting in her SB A/c No.16525. The workman also made false and bogus entries in the passbook of SB A/c No.16525 of Smt.I.Subaida on 10.08.2009 and 21.08.2009. Further Smt.Shanaba, daughter of Smt.I.Subaida opened SBA/c No.74023 on 10.08.2009 and amount of Rs.2,90,000/- was transferred from SB A/c No.16525. A further credit entry of Rs.50000/- is made in the pass book on the same day but the same is not reflected in the books of the accounts of the bank. Another bogus entry was made on 21.08.2009 in the pass book debiting Rs.7000/- in favour of SBA/c No.16525.

14. On 29.08.2009 Smt.Shanaba came to the branch and presented a cheque for Rs.3,50,000/- to withdrawn money for registration of a property. As per her pass book she had a balance of Rs.3,50,250/- as on date. The workman was the Savings Bank Clerk in the branch on that date. She left the bank at 12.45pm after taking permission from the Bank Manager stating that she was not feeling well. Smt.Shanaba approached the Cashier at 12noon and 1 pm to know about the fate of the cheque presented by her. She complained to the Manager regarding the delay. The Manager finding that the actual cash balance in her SB account is only around 3 lakhs, convinced her to give another withdrawal slip for Rs.3 lakhs and the same was paid to her. The customer left the bank after filing a complaint. The workman's husband approached Smt.I.Subaida outside the branch and gave Rs.50,000/- to her. The whole misappropriation came out during the course of investigation.

15. The case of workman is that she was having acquaintance with Smt.I.Subaida. Smt.I.Subaida is running money lending business. The workman took a loan of Rs.50,000/- from Smt.I.Subaida. Smt.I.Subaida told the workman that the money belongs to her daughter and to convince her that the money is deposited her account, she insisted for an entry in her SB pass book. The workman made an entry in the pass book and a corresponding counter foil of cash payin slip was also given to Smt.I.Subaida. There is no misappropriation of funds of the bank. However she admitted that some wrong entries were made in the pass book.

16. The facts in general are admitted. It is admitted that the workman received Rs.50,000/- from Smt.I.Subaida. It is admitted that she made false and bogus entries in the pass book of Smt.I.Subaida and gave her counter foil of the payin slip showing the receipt of Rs.50,000/-. There is no dispute regarding the fact that the above transaction is not entered in the books of accounts of the bank. It is also admitted that Rs.50,000/- is returned to Smt.I.Subaida by the husband of the workman on the day the complaint is filed with the branch. The only defense taken by the workman is that she took Rs.50,000/- from Smt.I.Subaida as a loan and the entries were made in the pass book and a counter foil of payin slip for having deposited Rs.50000/- was given to Smt.I.Subaida on her request to convince her daughter Smt.Shanaba to whom the money belongs to.

17. It is very difficult to accept the argument of the workman. Her stand is that the enquiry officer failed to summon Smt.I.Subaida and Smt. Shanaba in the enquiry. Had they been summoned, the workman could have prove the nature of money transaction between them. It is seen from the records of the enquiry that the enquiry officer in fact summoned Smt.I.Subaida and Smt.Shanaba in the enquiry. The Branch Manager telephoned them requesting them to attend the enquiry. They refused to attend the enquiry saying that since they got the money back they are not interested in persueing the complaint.

18. The learned Counsel for the workman citing the authority of Hon'ble Supreme Court in **Collector Sing Vs LML Limited**, 2014 KHC 4712 argued that this is a fit case where this court shall invoke the discretionary jurisdiction under Section 11 A of Industrial Disputes Act 1947, to re-evaluate the evidence produced before the enquiry officer and considered by the disciplinary authority to impose punishment on the workman. In the above case the misconduct

involved was, the workman throwing jute balls at his Supervisor and later apologizing for the same. In the present case the misconduct alleged and proved are misappropriation of funds and manipulation of bank records misusing her position as a bank employee to benefit the workman. Exercising discretion under Section 11A of the Industrial Disputes Act 1947 depends on the facts of each case. I don't think this is a fit case where the discretion can be exercised in favour of workman.

19. Hence it is more appropriate in this case to confine to an enquiry whether the findings of the enquiry officer is supported by some evidence. The Counsel for the management took this court through the relevant evidences of the management witness's 1 to 4 and management Exbts. ME 9, 11,12,13,24,25,26 and 27 to argue that there is adequate evidence to support the findings of the enquiry officer.

20. The learned Counsel for the workman relied on the contradictions in ME24, the complaint given by Smt. I. Subaida and ME26 the statement given by Smt. Shanaba, daughter of Smt. I. Subaida. He also submitted that the workman is prejudiced by marking of those documents through another witness and non examination of the authors of those letters in the enquiry. The admission by the workman regarding the bogus entries cannot be a ground for punishing her. Further there is no proof for misappropriation of money. According to him, going by evidence available on record only a minor charge as per **Clause 7(g)** of the Bipartite settlement of 10.04.2002 of 'transacting money without permission of the bank' can be said to be proved. Hence the punishment awarded to the workman is shockingly disproportionate to the misconduct proved against her.

21. On a perusal of the records available in the enquiry file it is seen that the workman admitted part of the charges regarding the bogus entries in the pass books and issue of counter foil of remittance slip for Rs.50,000/-. The above admission is made by the workman voluntarily from the time the investigation started against the complaint. She repeated the same in reply to the show cause notice, charge memo in the disciplinary enquiry, before the Disciplinary Authority and the Appellate Authority. Hence it is not possible to ignore the admission by the workman as pleaded by the Counsel for the workman. Even if it is assumed that misappropriation is not fully established the deliberate tampering of bank records by misusing her position as a bank employee, by itself, is a serious offence which will attract major penalty. In this case it can be seen that the workman took Rs.50,000/- from Smt. I. Subaida on 11.06.2009 entered in SB account pass book and gave counter foil of payin slip. These transactions were not entered in the books of accounts of the bank. The mischief was caught when Smt. I. Subaida along with her daughter came to the bank on 29.08.2009 to withdraw the money. The misappropriated money was returned to Smt. I. Subaida by the husband of the workman on 29.08.2009. Hence the charge that the workman misappropriated Rs.50,000/- from 11.06.2009 to 29.08.2009 is clearly established. Hence it can be seen that the charges against the workman are substantially proved through evidence in the enquiry.

22. I don't have any hesitation, in the facts and circumstances of this case, to hold that the findings of the enquiry officer are fully supported by legal evidence.

Hence Issue No.1 is answered in favour of the management and against the workman.

23. **Issue No.2**

Misappropriation and tampering with bank records are the charges alleged and proved against the workman. These are very serious charges considering the fact that the workman was a responsible employee handling the cash of the general public. The only case of the workman is that misappropriation is not proved beyond reasonable doubt. However, the circumstantial evidence adequately support the case of the management that there was misappropriation of Rs.50,000/- belonging to a customer of the bank. The Hon'ble Supreme Court in **Union bank of India Vs Viswamohan**, (1998) 4SCC 310 held that in banking business absolute devotion, diligence, integrity and honesty need to be preserved by every bank employee and if it is not, the confidence of the public would be impaired. In **Chairman and Managing Director, United Commercial Bank and others Vs P. C. Kakkar**, (2003) 4SCC 364 the Hon'ble Supreme Court held that a Bank Employee is required to exercise higher standards of honesty and integrity, he being a person dealing with the money of the public. Further in **Regional Manager UPSRTC Vs Hotilal**, (2003) 3SCC 605 the Hon'ble Supreme Court observed that if the charged employee holds a position of trust where the honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently and misconduct in such cases shall be dealt with iron hands.

24. This being the legal position, in the facts and circumstances of this case, I hold that the punishment imposed on the workman by the management is proportional to the proved misconduct.

Hence the issue is answered in favour of the management and against the workman.

25. **Issue No.3**

In view of the findings on issue No. 1 & 2 the workman is not entitled any relief.

In the result, an award is passed finding that the action of the management of Canara Bank in awarding a punishment of compulsory retirement with superannuation benefits imposed on the workman vide order dated 18.11.2010 is just and proper and the workman is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Assistant, transcribed and typed by him, corrected and passed by me on this the 17th day of May 2019.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the workman	-	Nil
Witness for the Management	-	MW117.12.2014 Sri. Sridharan Nair
Exhibits for the union	-	Nil
Exhibits for the Management	-	M1. Enquiry file

नई दिल्ली, 25 जून, 2019

का.आ. 1178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 7/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-12012/171/2004-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1178.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2005) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra, and their workmen, received by the Central Government on 25.06.2019.

[No. L-12012/171/2004-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/7/2005

Shri Mahu Lal Daharia,
D/o Shri C.L.Daheria,
Amin Bhimgarh Colony,
PO Bhimgarh, Distt. Seoni (MP)

...Workman

Versus

General Manager(Personnel),
Bank of Maharashtra,
Central Office, 1501, Lokmangal,
Shivaji Nagar, Pune

...Management

AWARD

Passed on this 17th day of May 2019

1. per letter dated 21-12-2004 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947(hereinafter referred to by word 'Act') as per Notification No.L-12012/171/2004-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of Maharashtra in stoppage of two increments without cumulative effect and dismissing from service of Shri Mahu Lal Deharia, Sub-staff w.e.f. 15-2-2003 is legal and justified? If not, what relief is the concerned workman entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim. As it appears from perusal of respective pleadings of parties that a departmental enquiry w.r.t. charges of misconduct was conducted against the workman. Charges were as follows-

- (1) Intentionally causing loss to the employer Bank by taking out voucher which is misconduct under Clause 19.5(d) of Bipartite Settlement.
- (2) Refused to obey the instructions of Sr. Officer which is a misconduct under clause 19.5(e) of Bipartite Settlement.
- (3) Misbehaving his senior officer and colleague which is misconduct under clause 19.5(c) of Bipartite Settlement.

Chargesheet dated 18-10-2001 was issued to the workman and after enquiry, the Enquiry Officer found the charges against the workman proved. He sent his Enquiry Report dated 9-12-2002 to the Disciplinary Authority who after issuing notice and hearing the workman passed the impugned order which was dismissal from service under Clause 19.5(f) of Bipartite Settlement for Charge No.1 & stoppage of 2 increments without cumulative effect under clause 19.5(d) of the Bipartite settlement. The case of workman is that the enquiry was not conducted legally and properly. The opportunity to defend was not given. Hence, charges were not proved and sentence was disproportionate. He raised dispute with the management and Assistant Labor Commissioner. After failure of conciliation, reference was made by the Central Government to this Court.

3. Issue No.1 was decided as preliminary issue holding the domestic enquiry legal. This order of my learned predecessor dated 8-4-2016 holding the domestic enquiry lawfully conducted is part of this award.

4. On the basis of pleadings, following additional issue was framed by my learned predecessor vide his order dated 8-4-2016:-

- (1) Whether the alleged misconduct is proved from evidence in Enquiry Proceedings?
- (2) Whether the punishment of dismissal imposed against workman is legal and proper?
- (3) If so, to what relief the workman is entitled to?”

5. None of the parties adduced evidence on additional issues hence the case was fixed for argument. Mr. Praveen Yadav appeared for the workman,. His arguments were heard. Learned counsel for management did not appear at the stage of argument, he did not file written argument also though opportunity was given to him to file written argument within 7 days from the date of argument which is 2-5-2019.

6. Additional Issue No.1:-

As stated above, the charge No.1 against the workman is that he intentionally caused loss to the Bank by taking out the voucher which is a misconduct under Clause 19.5(b) of Bipartite Settlement. This is the major charge for which major punishment of dismissal has been awarded. According to the Enquiry Report, proved by the Enquiry Officer, the facts related to this charge were that on 8-9-01, vouchers of date 7-9-01 were given to workman for counting and serializing them. He withdrew a voucher regarding withdrawal of Rs.150/- from his account and wrongly recorded the number of vouchers as 65 which were found only 63 at the time when they were opened for inspection. Also, that he put this

consolidated voucher bundle for signature before the Branch Manager on 10-9-2001. He had not put his signature on the cover which was mandatorily required. He did not make all the entries in the voucher registers regarding the vouchers to conceal his misconduct so that responsibility of missing of voucher be fixed on other employees. There is on record documents ME-1 to ME-6, ME-25 & ME-26 and statement of 3 witnesses recorded during enquiry by the Enquiry Officer. Management examined its 3 witnesses MW-1, MW-2 & MW-3 who are the bank employees in support this charge. After going through their statement, in the light of documents mentioned above produced during enquiry which are part of record. Charge No.1 which is the major charge is held proved. As regards the other charges, they are also helpful in the light of statements of these witnesses. **Hence charges levelled during enquiry as mentioned above, are held proved on the basis of evidence on record.**, additional Issue No.1 is answered accordingly.

7. Additional Issue No. 2

From the above discussion, following charges have been held proved against the workman. They are-

- (1) Intentionally causing loss to the employer Bank by taking out voucher which is misconduct under Clause 19.5(d) of Bipartite Settlement.
- (2) Refused to obey the instructions of Sr. Officer which is a misconduct under clause 19.5(e) of Bipartite Settlement.
- (3) Misbehaving his senior officer and colleague which is misconduct under clause 19.5(c) of Bipartite Settlement.

Now the question arises as to whether the punishment of dismissal for Charge No.1 and punishment of stopping of 2 increments without cumulative effect with respect to charge No. 2 & 3 is appropriate or not.

8. It is case of workman that punishment given is shockingly dis-appropriate to the proved charges whereas the case of management is that in banking absolute integrity is required hence Charge No.1 is a misconduct for which major punishment is provided and accordingly punishment of dismissal is not shockingly dis-appropriate as submitted by workman. I am not inclined to agree with the submission of management on this point. Reasons are- there is no financial loss to Bank. nly one document which is voucher of Rs.150/- was attempted to be misplaced. There is nothing on record to show that the workman was in the habit of committing misconducts or his service record was not good. He had completed major portion of his life in the service in Bank. **In the light of these facts, I hold the punishment of dismissal with regard to Charge No.1 shockingly dis-appropriate to the charge. Stoppage of 5 increments with cumulative effect is held just and proper to the punishment with respect to the proved Charge No.1. As regards punishment and charge No. 2 & 3, I donot find it dis appropriate to the charges.**

Additional Issue No.2 is answered accordingly.

9. In the light of above discussion, award is passed as under:-

- (1) The action of the management of Bank of Maharashtra in dismissing Shri Mahu Lal Deharia, Sub-staff w.e.f. 15-2-2003 is held unjustified in law.
- (2) The action of the management of Bank of Maharashtra in stopping of two increments without cumulative effect with effect to Charge No. 2 & 3 is held legal and justified.
- (3) The punishment of dismissal is set-aside and punishment of stoppage of 5 increments with cumulative effect is awarded to the workman.

Dated: 17-5-2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 63/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-12011/95/2011-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1179.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jaipur as shown in the Annexure, in the Industrial dispute between the management of Bank of Maharashtra, and their workmen, received by the Central Government on 25.06.2019.

[No. L-12011/95/2011-IR (B-II)]

SEEMA BANSAL, Section Officer

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 63 / 2012**

राधामोहन चतुर्वेदी

पीठासीन अधिकारी

रेफरेन्स नं. L-12011/95/2011-IR(B-II) दिनांक 23.05.2012

Vishnu Kumar Topia
General Secretary, All Bank Safai Karamchari Sangh,
Denwal Bhawan, Sitabari, Kamani Road,
Harijan Basti, Jhotwara,
Jaipur.

V/s

Branch Manager,
Bank of Maharashtra,
Kumba Marg, Near Goshala,
Pratap Nagar, Tonk Road, Jaipur (Raj.)

प्रार्थी की तरफ से : श्री सी.डी. चतुर्वेदी — प्रतिनिधि
अप्रार्थी की तरफ से : श्रीमती नन्दिनी अग्रवाल —प्रबंधक

: अधिनिर्णय :

दिनांक : 3.06.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 23.5.2012 को निम्नांकित विवाद औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (d) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में इस अधिकरण को अधिनिर्णयन हेतु प्रेषित किया गया :

“Whether the action of the management of Bank of Maharashtra, Jaipur in terminating the services of Shri Vishnu Kr. Topia, PTS w.e.f. 17.2.2010 is legal and justified? what relief the workman is entitled to?”

2. उपयुक्त विवाद प्राप्त होने पर अधिकरण द्वारा उभयपक्ष को आहूत किया गया और प्रार्थी को निर्देश दिये गये कि वह अपने दावे का अभिकथन प्रस्तुत करें।

3. प्रार्थी ने दिनांक 17.1.13 को अंग्रेजी भाषा में दावे का अभिकथन प्रस्तुत किया। जिसके संक्षिप्त तथ्य इस प्रकार हैं। प्रार्थी ने विपक्षी बैंक की शाखाओं में अगस्त 2008 से फरवरी 2010 तक अस्थायी अंशकालीन कर्मचारी के रूप में 180 दिन से अधिक कार्य किया। प्रार्थी से कनिष्ठतर महेश एवं सन्तोष नामक अस्थायी कर्मचारियों को बैंक द्वारा स्थायी नियुक्ति दे दी गयी। अधिनियम के प्रावधानों का तथा समझौते की शर्तों का उल्लंघन करते हुए 17.2.2010 को प्रार्थी की सेवा समाप्त कर दी गई। विपक्षी ने अनुचित रूप से भेदभाव करते हुए प्रार्थी से कनिष्ठ 4 कर्मचारियों को नियुक्ति दे दी। इस प्रकार अधिनियम की धारा 25 जी व 25 एच तथा नियम 77 व 78 का विपक्षी ने उल्लंघन किया। अतः प्रार्थी की सेवामुक्ति अवैध घोषित करते हुए विपक्षी को निर्देश दिया जावे कि वह प्रार्थी को विगत वेतन एवं निरन्तरता सहित बैंक के नियोजन में सेवामुक्ति की तिथि से लेवे।

4. विपक्षी ने प्रतिउत्तर में यह कहा है कि प्रार्थी के विपक्षी बैंक की शाखा प्रबन्धक एम.आई.रोड, जयपुर द्वारा दिनांक 20.8.2008 से दैनिक वेतन पर नहीं रखा गया बल्कि 10.10.2008 से 29.9.2009 तक विभिन्न तिथियों पर कुल 25 दिन मजदूरी पर रखा। तत्पश्चात नवम्बर 2009 में 8 दिन प्रार्थी को मजदूरी पर रखा गया। विपक्षी द्वारा रिक्त पदों के लिए आवेदन आमन्त्रित किये गये। प्रार्थी के साथ चयन प्रक्रिया

में कोई भेदभाव नहीं किया गया। प्रार्थी को बैंक की सेवा में अस्थायी या स्थायी रूप से नियोजन नहीं दिया गया। प्रार्थी द्वारा स्थायी नियुक्ति की मांग करना अनुचित है अतः दावा निरस्त किया जावे।

5. दिनांक 3.6.19 को प्रार्थी की ओर से विपक्षी द्वारा प्रस्तुत प्रार्थना पत्र दिनांक 27.2.2019 का कोई प्रतिउत्तर नहीं देना चाहता। प्रार्थी प्रतिनिधि ने प्रार्थी के पंजाब नेशनल बैंक, नेहरू प्लेस, जयपुर में अंशकालीन सफाई कर्मचारी के रूप में कार्यरत होने के तथ्य को खण्डित न करते हुए कोई विवाद शेष न रहना अभिव्यक्त किया तथा इस दावे के अग्रसरण पर बल नहीं दिया।

6. विपक्षी प्रतिनिधि का यह कथन है कि प्रार्थी को पंजाब नेशनल बैंक जयपुर में नियुक्ति मिल गई है, इसलिये इस विवाद को “कोई विवाद शेष नहीं” के आधार पर निरस्त किया जावे।

7. प्रार्थी ने अपने दावे के समर्थन में मात्र अपना शपथपत्र प्रस्तुत किया है। प्रार्थी के प्रतिनिधि ने प्रार्थी को पंजाब नेशनल बैंक में अंशकालीन सफाई कर्मचारी के रूप में नियोजन प्राप्त होने के तथ्य का कोई खण्डन न करते हुए इस दावे को अग्रसरित नहीं करना चाहता है। इस तथ्यात्मक परिदृश्य में यह स्पष्ट है कि प्रार्थी अन्यत्र नियोजित हो चुका है और उसका विपक्षी से जो भी विवाद रहा, प्रार्थी उसे अब इस अधिकरण से अधिनिर्णित नहीं करवाना चाहता है। इसलिये उभयपक्ष के मध्य अब कोई विवाद शेष नहीं रहा है। अतः इस अधिकरण को प्रेषित विवाद का अधिनिर्णयन प्रार्थी के दावे के अग्रसरण हेतु इच्छुक न रहने व साक्ष्य के अभाव में नहीं किया जा सकता। अतः “कोई विवाद शेष नहीं” के अन्तर्गत सन्दर्भित विवाद को उत्तरित किया जाता है।

आदेश

8. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु संदर्भित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।

9. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 25 जून, 2019

का.आ. 1180.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 31/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-12012/38/2005—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1180.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2005) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank, and their workmen, received by the Central Government on 25.06.2019.

[No. L-12012/38/2005-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 18TH June 2019

PRESENT : Justice Smt. Rathnakala, Presiding Officer

C.R No. 31/2005

I Party	II Party
Sh. G.S. Gopala, S/o G. Subba Rao, No. 2926, 1 st Floor, 4 th Main, V.V. Mohalla, Mysore - 570 002.	The Sr. Regional Manager, Punjab National Bank, HRD Section, Regional Office, M.G. Road, Bangalore - 560 001.

Appearance

Advocate for I Party : Mr. K.B. Harihara Rao

Advocate for II Party : Mr. T.R.K. Prasad

AWARD

The Central Government vide OrderNo.L-12012/38/2005-IR(B-II) dated 13.07.2005 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of Punjab National Bank is justified having removed Sh. G.S. Gopala, Head Cashier from services w.e.f. 26.02.2003? If not, to what relief the workman is entitled to and from which date?”

1. The 1st Party herein is the Ex-employee of the 2nd Party Bank who was working as Clerk-cm-Cashier at Mysore S.J.C.E Branch and was removed from service vide order dated 26.02.2003 consequent upon the issue of charge sheet followed by Disciplinary Proceedings. The 1st Party in his claim statement pleads that, during 2001 the Branch Manager had a lengthy discussion with the 1st Party and advised that the relevant records show some discrepancies in the books of accounts of S.J.C.E on various dates in cash accounting in respect of Students fee remittance; he shall accept the responsibility for the discrepancies and submit a letter to the Bank to that effect or face Disciplinary Action. Due to oral threats by the Branch Manager of the Disciplinary Action and consequent loss of the job, stigma in the society and on his specific assurance that if he accepts the responsibility for the discrepancies in the accounts of S.J.C.E the Bank would take lenient view and he submitted a letter dated 27.07.2001 as per the dictation of the Branch Manager; subsequently he had given another letter dated 03.08.2001; he was kept under suspension from 28.07.2001 followed by charge sheet dated 06.02.2002. The charge sheet was ambiguous without specific charge, even at that stage he was assured by the Branch Manager that Disciplinary Action is just a formality and he would be let off with a simple 'WARNING' after enquiry as per the provisions of the Bipartite Settlement. Accordingly, he submitted his explanation to the charge sheet vide letter dated 23.02.2002 addressed to the Disciplinary Authority again taking the responsibility for the discrepancies. The Enquiry Officer was appointed but the enquiry conducted against the 1st Party is farce and contrary to principles of natural justice. After completion of enquiry the Enquiry Officer submitted his finding on the basis of the dialogues that took place between the participants in the enquiry. The Disciplinary Authority brushed out his objection which was based on solid grounds as '*objections on flimsy ground*' and proposed punishment of *removal from service with superannuation benefits etc*, in terms of para 6(b) of Memorandum of Settlement dated 10.04.2002 vide show cause notice dated 08.02.2003 and offered a personal hearing, but the personal hearing held on 24.02.2003 was a empty formality, none of his submissions were recorded; vide final order dated 08.02.2003 punishment proposed was confirmed. On his appeal personal hearing was scheduled, it was also a formality though on the scheduled date he was present with his Defence Representative at the Office of the Appellate Authority, no personal hearing was given. The Disciplinary Proceedings was only to victimise the 1st Party and the penalty is imposed in total contravention of the binding awards and settlements and principles of natural justice.

2. 2. The 2nd Party countered the claim allegations in their statements as follows:-

During July 2001, on coming to know about the discrepancies with regard to the date of remittance of fees in the student copy of the challan with college copy, the Branch Manager verified the challans with the Bank record and noticed variations in the dates mentioned in the student copy with the Bank/College copy. On preliminary enquiry the involvement of 1st Party workman revealed. He admitted the responsibility for the irregularity, he was placed under suspension w.e.f. 28.07.2001 vide his letter dated 03.08.2001, he reiterated his stand, further clarified about the period for which the money was withheld.

Charge Sheet dated 06.02.2002 as per Para 5 (J) of Memorandum of Settlement dated 10.04.2002 was issued in his reply he admitted the charge and further submitted that he has misused Bank funds due to mental strain and compelling family circumstances; however, to give him a fair chance to defend his case enquiry was initiated by appointing the Enquiry Officer. During the enquiry he was provided with fair and reasonable opportunity to defend his case. The Enquiry Officer submitted his report and the 1st Party gave his comment.

3. The Disciplinary Authority after considering the enquiry report which was supported with the evidence and agreed with the findings of the Enquiry Officer; 2nd show cause notice was issued proposing the punishment of removal from service with superannuation benefits, after giving personal hearing the proposed punishment was confirmed. The Appellate Authority also gave personal hearing but did not find merit on the points raised by him. Hence, concurred with the decision of the Disciplinary Authority and rejected the Appeal.

4. On completion of the pleadings from either side, preliminary issue regarding fairness of the Domestic Enquiry was framed, tried and adjudicated by answering the issue against the Management.

5. The 2nd Party examined one witness to prove the charges; 1st Party has given his rebuttal evidence.

6. To epitomise the allegations against the 1st Party workman:-

he did not credit the cash received from the students of S.J.C.E College Mysore, to the credit of various accounts of the college on the same day and was crediting the amount on subsequent days. In respect of some cases the difference between date of receipt and date of credit was only few days, in many other cases he retained the amount for more than one month. The above act amounts to gross misconduct as per Para 19.5 (J) of the Bipartite Settlement (amended).

7. In his reply to the charge sheet he pleaded his family and personal problems; he expressed his remorse and assured that such things will not repeat in future, sought to condone his lapses and give opportunity to prove his real worth. He maintained the same stand even while submitting his remarks to the Enquiry Report. However, before this Tribunal he has turned around to state that said letters were taken from him under false assurance and also threat.

8. After Preliminary Issue on Domestic Enquiry was answered negative against the Management by this Tribunal, the witness examined for the Management is, the then Branch Manager of the 2nd Party's S.J.C.E Campus Branch, Mysore. In his affidavit evidence he has detailed the procedure of handling the College fees credited by the students. Accordingly, the students whenever required to pay fees will first collect the challan in triplicate, fill it up with required details, sign all the three challans and submit the same to his College/Accounts/fees section for their verification. In turn the College will verify the said challans by affixing their round seal with their initial and dates at the bottom of the challan; said challans will be handed over to the students and he would in turn submit the challan in triplicate to the Cashier of the 2nd Party Bank with fees mentioned in the challan.

9. The concerned Cashier of the Bank will affix Bank's seal on all the three challans with date and signature; the cashier should also enter the amount received through the challan in the Bank registers, on retaining original of the three challans, he will forward the duplicate to the College and triplicate challan will be returned to the student. The modus operandi followed by the 1st Party was in some cases, he will affix Bank cash received seal containing date, month and year with the amount received on the said challans. He will retain their fee and other two challans; he will not account the amount in College Bank Accounts. After some days depending on his convenience, he used to super impose subsequent date on said two challans retained by him. He will credit the amount to the Bank, on such date he used to enter the said amount in the concerned College Bank Accounts pretending that he has received the said fees from the concerned students along with unauthorizedly retained two challans. He would account in the Bank and also College Account. The witness quoted several instances of such delayed credits.

10. 13 student's vouchers were marked by him as Ex M-8 (1 to 13). He further produced 6 vouchers of the College as Ex M-9(1 to 6) and the credit advice as Ex M-10. The consolidated vouchers for the individual challans on particular date were marked as Ex M-2, Ex M-3, Ex M-4 and Ex M-6. Ex M-9 (2) belongs to 5 consolidated challans of Ex M-8 (1) to Ex M-8(5). Ex M-9(3) is the proforma for the voucher produced for the purpose of procedure. Ex M-9 (4) belongs to Ex M-7 to Ex M-8(9). Ex M-9(6) belongs to Ex M-8(6).

It emerged during his cross examination that, he has issued suspension order to the 1st Party as per the instruction of Senior Regional Manager. It also surfaced that additional Cashiers were also given rubber seals which will be in the custody of Cashier in charge.

11. During his rebuttal evidence the 1st Party reiterated his contention in his affidavit evidence and further averred that Ex M-1 to Ex M-10 were not marked during the enquiry. The so-called confession letters Ex M-3 and Ex M-4 and his reply to the charge sheet (Ex M-4) and appeal memo (Ex M-6) (all these documents are marked before this Tribunal during trial in respect of Preliminary Issue) were given under pressure and compulsion. He listed his reasons to deny the charge sheet on the following grounds:-

- a) The names of the students are not mentioned in the charge sheet;
- b) The cash supervisor has not counter signed the 13 challans, all of which are above Rs. 5,000/-. It is beyond cashier powers as per book of instructions to counter sign in all the three portions to authenticate them;
- c) The cash supervisor failed to enter the details of the challans in his cash book;
- d) No documents/witnesses were produced to show that there was any difference/shortage of cash on the dates mentioned in the charge sheet;
- e) There were no complaints against him by anybody;
- f) In all the challans the date outside the cash received stamps are different;

Among other things he further contends discrepancies if any in cash accounting and relevant accounts of S.J.C.E on the dates mentioned in the charge sheet must have crept in because of heavy cash receipts in those days, and the cash used to be received by other staff members also outside the cash cabin.

12. In his written arguments the 1st Party has emphasized on the following facts:-

- a) The charge sheet Ex M-1 is ambiguous and not naming the students in relation to Ex M-8 is against the principles of natural justice.
- b) The Bipartite Settlement came into effect from 10.04.2002 hence the charge sheet issued on 06.02.2002 is void.
- c) The documents produced by the management for the 1st time before this Tribunal without producing the same before the Domestic Enquiry prejudiced his interest.
- d) The confession letters were obtained from him under force
- e) The Management documents Ex M-8(1) to Ex M-8(13) are not the attachment to Ex M-9(1) to Ex M-9(6)
- f) There was no complaint against him either from the students or from the college.
- g) The Appellate Authority did not give personal hearing as required by bipartite settlement.
- h) By not taking disciplinary action against any staff member of the branch though serious lapses noticed against him he alone is victimised.
- i) The orders of the Disciplinary Authority and the Appellate Authority is arbitrary and without application of mind, and no speaking orders.
- j) There is no signature of the 1st Party inside the Bank seal in Ex M-8(1)

13. Per contra, learned counsel for the 2nd Party submits that 1st Party admitted the charges before issuing the charge sheet. But, there was some mistake in the notice served on him pertaining to the period of misconduct however after issue of charge sheet also he admitted his mistake. Even in his appeal memo also he had admitted his misconduct. After the Domestic Enquiry was set aside by this Tribunal, he was given interim relief of Rs. 3,000/- per month. The witness examined before this Tribunal was the Manager of the Branch at the relevant point of time and he was also Presenting Officer in the enquiry proceedings. The misconduct alleged against him are supported by the documentary evidence, the punishment of removal from service with the superannuation benefits i.e. Pension/Provident Fund and Gratuity without disqualification from future employment commensurates with the gravity of the gross misconduct committed by him.

14. Before probing further into the matter it shall be borne in mind that once the Domestic Enquiry on which the punishment order was founded is invalidated by the order of this Tribunal, it is not for the 1st Party to object to the documents produced by the management in support of the charges though they were not produced during the Domestic Enquiry. He is not disputing the contents of his reply to the charge sheet, his remarks to the Enquiry Report or the grounds urged in the appeal memo. He has taken U-turn from the stand taken by him earlier to state that those statements/appeal were drafted under force and coercion and also under the threat of losing the job. The 2nd Party since is not resting its case entirely on the reply submitted by the 1st Party to the charge sheet and has given independent evidence in support of the charges, now it is for the Tribunal to examine the evidentiary material placed by MW-2 before this Tribunal.

15. Regarding remittance of fee in triplicate MW-2 has produced 13 student vouchers Ex M-8(1) to M-8(13); Ex M-9(1) to M-9(6) are the 6 vouchers and 1 credit advise is Ex M-10. It has come in his evidence that every credit challan above Rs. 10,000/- is to be countersigned by the supervisor and the cashier maintains the log book and at Ex M-8(1) to Ex M-8(13) there is no signature of the Supervisor. The authenticity of these challans are disputed by the 1st Party on the ground that there is no documentary proof with regard to exact date of deposit of the amount, the date stamp is not clear and the dates are not visible, the challans carry more than 1 stamp with different dates. On a careful scrutiny of these challans – in all the challans the cash received seal bears the signature of the cashier, there is difference between the date on which the challan was filled up and the date on which the amount is credited at the Bank. The underlining question is whether the amount was received by the cashier on the date mentioned in the cash received seal or on the date mentioned in the round seal of the college. As contended by the 1st Party during the intermittent period while there was more movement apart from the cashier in the Cabin, other staff also used to receive the cash with the challan and they will be provided with the Bank seal said possibility is admitted by MW-2 also.

At Ex M-8(1) the triplicate challan of the college seal bears the date 26 February 2001 and the amount is received on 12 April 2001 in the original for the Bank and the duplicate for the college Office but in the triplicate of the student copy the date is 11 March 2001.

At Ex M-8(2) the college seal bears the date 26 March 2001, the amount is received on 12 April 2001 in the original for the Bank, and the duplicate for the college Office it is shown as 26 February 2001 in the triplicate of the student. At Ex M-8(3) while the original and the duplicate bear the date 12 April 2001 the triplicate bears 28 February 2001, they do not bear the college seal.

At Ex M-8(4) the original and the duplicate bear the date 02 April 2001 the triplicate bears the date 01 March 2001 the college seal also bears the date 01 March 2001.

At Ex M-8(5) the original and the duplicate bear the date 02 April 2001 and the triplicate bears the date 01 March 2001 the college seal also bears the same date.

Ex M-8(6) the original and the duplicate bear the date 11 May 2001 and the triplicate bears the date 09 April 2001 and the college seal bears the same, the triplicate bears the signature of the cashier. There is no cashier seal in the original and duplicate.

Ex M-8(7) the original and the duplicate bear the date 15 June 2001 triplicate bears the date 08 May 2001 and the college seal bears the same.

Ex M-8(8) triplicate bears the date 21 April 2001 and the college seal bears the same, the original and duplicate date 15 June 2001.

As regards Ex M-8(9), the triplicate is not available.

Ex M-8(10) 15 July 2001 is the college seal but student copy bears 15 June 2001 the original and duplicate is of June 2001 but the date appears to have been erased intentionally.

At Ex M-8(11) no college seal, the triplicate date is 15 June 2001 original and college copy does not bear the signature of the cashier and the date in original and duplicate is June 2001 but the date appears to have been erased intentionally.

Ex M-8(12) the original does not bear the signature of the cashier; the college seal bears the date 15.07.2001; the triplicate copy of the student bears the date is 15 June 2001 the original and the duplicate though bear the date June 2001 the date not clear appears to have been erased intentionally.

Ex M-8(13) college seal is of 15.07.2001; triplicate copy of the student bears the date 15 June 2001 original and duplicate does not bear the signature of the cashier and the duplicate though show 'June 2001' the date appears to have been erased intentionally.

Wherefore it is evident that there is sufficient discrepancy within the management documents. There was no complaint either from any of the students or the college about late credit of fees. In all probability the challans are manipulated to correlate the charge sheet allegation.

16. I have given deep consideration on the so-called admission and the apology letter give by the 1st Party in his reply to the charge sheet, in his remarks to the Enquiry Report and the grounds urged by him in the appeal memo. Subsequently he withdrew from his stand; one has to understand the mental status of a man who is under the threat of losing his job before reaching the stage of superannuation. It is quite natural for him to extend apology in anticipation of leniency in the disciplinary proceedings. As admitted by the 2nd Party none other official is charge sheeted except the 1st Party workman. It has come in the evidence of MW-2 that at the end of the day's transaction the supervisor checks the closing balance and in none of the challans the signature of the supervisor is found. Even if there are occasional breaches in the due performance of the duties by the 1st Party same gets diluted by the quality of evidence adduced by the 2nd Party before this Tribunal.

17. It is evident that the Disciplinary Authority and the Appellate Authority were carried away by the reply given by the workman to the charge sheet seeking leniency for the occasional lapses. Had if they were confronted with the evidence which is brought before this Tribunal I think the consequence would been otherwise. The punishment order issued on the workman since does not founded on tangible incriminating evidentiary material same is illegal and not justified. The 1st Party workman has crossed the age of superannuation and there is no question of reinstatement. However injustice done to him needs to be compensated by awarding monetary compensation.

AWARD

The Reference is accepted. The 2nd Party Bank is not justified in removing Sh. G S Gopala, from services w.e.f 26.02.2003. The 2nd Party shall treat the 1st Party workman as on duty from 26.02.2003 till the date he reached

superannuation and pay him 60% of the back wages and the difference of terminal benefit/pension within 60 days of the publication of the Award, otherwise the amount shall carry future interest of 8% per annum. The amount received by him towards interim relief shall be deducted while computing the monetary benefit.

(Dictated, corrected and signed by me on 18th June, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1181.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कारपोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 20/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-12012/5/2008—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the Industrial dispute between the management of Corporation Bank, and their workmen, received by the Central Government on 25.06.2019.

[No. L-12012/5/2008-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 20TH June 2019

PRESENT : Justice Smt. Rathnakala, Presiding Officer

C.R No. 20/2008

<u>I Party</u>	<u>II Party</u>
Sh. H. Somappa, S/o Pakeerappa, Sanadi Manzil Building, Opp Patel Engineering Works, 3 rd Cross, Nehru Nagar, Belgaum District - 590 010.	The Managing Director, Corporation Bank, Head Office, Mangaladevi Temple Road, P.B No. 88, Mangalore - 575 001

Appearance

Advocate for II Party : Mr. Pradeep S Sawker

AWARD

The Central Government vide Order No.L-12012/5/2008-IR(B-II) dated 31.03.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Corporation Bank in imposing the penalty of ‘dismissal from services’ vide order dated 30.09.2005 on Sh. H. Somappa, Clerk is legal and justified? If not, what relief the concerned workman is entitled?”

1. The 1st Party workman was working at Belgaum Currency Chest of the 2nd Party Bank between 28.02.2005 to 05.04.2005; on allegation of serious misconduct he was placed under suspension pending enquiry w.e.f. 05.04.2005. The Domestic Enquiry was ordered in the matter. The Enquiry Officer submitted his report holding the charges proved, based on the Enquiry Report he was dismissed from service w.e.f. 05.04.2005.
2. The 1st Party pleads before this Tribunal that the enquiry was one sided without providing reasonable opportunity to him. The Enquiry Officer by force obtained a letter from him and closed the enquiry, he has not admitted the charges; he was not allowed to give his statement of defence and was not permitted to submit his written brief. The finding of the Enquiry Officer is perverse in nature. The Disciplinary Authority imposed maximum penalty of dismissal from service, it is harsh, excessive and highly disproportionate. He had filed an appeal before the Appellate Authority to reopen the enquiry and to provide him opportunity to defend his case, but the same was dismissed without providing him any opportunity; he is unemployed and has a large family to maintain.
3. The 2nd Party in their counter statement justified their action and contended that the 1st Party committed serious misconduct of removal of 59 currency notes of Rs. 500/- denominations aggregating to Rs. 29,500/- from the cash entrusted to him. He had admitted the charges unequivocally by pleading guilty to the charges levelled against him in his letter dated 30.07.2005 and sought for mercy; a statement to that effect is recorded in the enquiry on 30.07.2005. In spite of the admission of guilt, enquiry was conducted by appointing Enquiry Officer. In view of the admission of guilt by the 1st Party workman the Enquiry Officer concluded the Enquiry and submitted his finding holding him guilty of the charges. On 27.09.2005 he appeared for the personal hearing before the Disciplinary Authority, he was asked whether he would like to take assistance of any Union Representative which he denied; he submitted that he regrets for his actions for which he is charged; he pleaded for leniency in the punishment. On the independent analysis of evidence and taking into account the submissions made by the 1st Party workman the Disciplinary Authority imposed the punishment of ‘Discharge from the services of the Bank’. The enquiry held against him is fair and proper.
4. On the rival pleadings of the parties touching the fairness of the Domestic Enquiry a Preliminary Issue was framed in that regard. After enquiry on the issue it was answered in favour of the 2nd Party Bank upholding the validity of Domestic Enquiry.
5. Thereafter 1st Party did not prosecute his case, his advocate retired from the case of the 1st Party. Notice issued to 1st Party to the changed address furnished by him returned as ‘No such address’.
6. The allegation as per the charge sheet is, On 04.04.2005 the Manager and the Officer of the Branch being the Joint Custodians of Currency Chest Belgaum, took out 72 packets of Rs. 500/- denominations and 2900 packets of Rs. 100/- denominations from the vault. The amount was handed over to Sh. Felix Rebeiro, Officer and Sh. N M Daghe, Clerk and the 1st Party for sorting; the sorting work commenced with Rs. 500/- denominations notes and at 1 p.m Sh. Felix Rebeiro noticed shortage of 59 pieces of Rs. 500/- denomination currency notes in 3 packets out of which 2 packets were already verified and signed by him and other packet which was yet to be verified by him. Suspecting more shortage of currency notes, Sh. Felix Rebeiro arranged for recounting of the entire currency note packets of Rs. 500/- denomination and it was found that in 3 packets, 59 pieces of Rs. 500/- denomination were missing; though the 3 packets contained only 62, 89 and 90 pieces each as against 100 pieces in each packet. The Manager on being apprised of missing of the currency notes brought the matter to the notice of the Manager Sh. Achar who arranged for a thorough search of the note counting area in the Currency Chest, but could not trace the missing currency notes. The staff members concerned were called and were asked to remove their shirt and banian as a measure of self check, though the other 2 immediately removed their shirt, 1st Party was initially not inclined to remove his shirt; at the insistence of Sh. Achar he removed the shirt and in the process a few currency notes of Rs. 500/- denomination fell on the ground. Immediately the matter was reported to the Zonal Manager and he rushed to the Currency Chest along with Senior Manager (Security) and the Manager(Personnel). On Enquiry the 1st Party confessed to them orally that the currency notes lying on the floor were the ones which he had clandestinely removed and concealed on his person. On baring his chest few more pieces of Rs. 500/- fell off from his shirt/banian. On verification there were in all 56 pieces of Rs. 500/- denomination notes. On further checking of his personal hand bag, another 3 pieces of Rs. 500/- denomination notes were found. Thus, total 59 pieces of Rs. 500/- denomination notes amounting to Rs. 29,500/- tallied with the shortage noticed at the Currency Chest. On 04.04.2005 at 3 p.m he confessed by way of a written statement about having clandestinely removed the 59 currency notes of Rs. 500/- denomination and having concealed them.

7. During the preliminary hearing responding to the question of the Enquiry Officer that whether he pleads guilty of all or any of the allegations alleged against him, he pleaded guilty and did not wish to avail the assistance of any Union Representative to defend him at the enquiry; he further pleaded that he is the sole bread winner of the family of 4 children and a lenient view may be taken in his favour. He further gave a letter dated 30.07.2005 admitting the charges/allegations levelled against him in the charge sheet. The Enquiry Officer in view of his categorical statement supported by his letter dated 30.07.2005 held him guilty of the charges.

8. The Disciplinary Authority gave personal hearing and before him also the 1st Party pleaded for leniency in punishment. Vide considered order dated 30.07.2005 the Disciplinary Authority observed “.....such depraved conduct is totally unexpected of an employee of the Bank. Unless such conducts are deprecated and exemplary punishments are awarded, it would breed indiscipline. The dishonest intent of the employee is clear from the records of the case. An employee found guilty of such grave misconduct is not a fit person to be retained any longer in the services of the Bank, where public money is involved and highest level of integrity and honesty is expected of its employee....” Thus the Disciplinary Authority proceeded to pass the punishment order of ‘*discharge from service of the Bank*’ as envisaged under clause 6(d) of the Memorandum of Settlement dated 10.04.2002.

9. As the validity of the Domestic Enquiry held against the 1st Party workman is already upheld, the short question that remains for ponderance is quantum of punishment. In view of judicial pronouncements,

- a) 2001 (I) LLJ 1330 SC, *Tripura Gramina Bank and others vs Tarti Baran Roy and another.*
- b) 2000 (II) LLJ 1395 SC, *Janatha Bazaar vs South Canara Central Co-operative Wholesale Stores Ltd., and others*
- c) 1995 (1) LLJ-KAR (DB) = 1995 (1) LLJ 233 (SB), *D Padmanabudu vs Bank of India and another.*
- d) AIR 1988 SC 2311 = 1998 LAB I.C 2514 = AIR 1998 4 SCC 310, *Union Bank of India vs Vishwa Mohan.*
- e) 2002 (1) LLJ 234 SC, *Regional Manager, RSRTC vs Ghanshyam Guptha.*
- f) AIR 1997 SC 2661, *Punjab Dairy Development Corporation Limited vs Kala Singh*
- g) AIR 2000 SC 3028, *State Bank of India vs Tharun Kumar Banerjee.*
- h) 1999 (II) LLJ 155, *Baby Vijayan vs Industrial Tribunal & Another.*
- i) ILR 2001 KAR 2914, *KSRTC vs Ramanna*

It is the position of law that the misappropriation/thrift of public money is a grave misconduct which deserves to be met with a stringent punishment order and the Labour Court as to contain itself from intervening. The impugned punishment is both legal and justified viz a viz the gravity of misconduct. The 1st Party does not deserve any relief under the jurisdiction of section 11-A of the Industrial Dispute Act. Hence,

AWARD

The reference is rejected.

(Dictated, corrected and signed by me on 20th June, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 25 जून, 2019

का.आ. 1182.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकत्ता पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ सं. 30/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.06.2019 को प्राप्त हुआ था।

[सं. एल-32011/02/2013-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 25th June, 2019

S.O. 1182.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Kolkata as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust, and their workmen, received by the Central Government on 25.06.2019.

[No. L-32011/02/2013-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 30 of 2013

Parties: Employers in relation to the management of M/s. Pioneer Security Agency

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. Ashok Kumar Jena, learned counsel for Kolkata Port Trust

On behalf of the Workmen : None

Dated: 10th June, 2019

Industry: Port & Dock.

AWARD

By Order No.L-32011/02/2013-IR(B-II) dated 10.07.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. Pioneer Security Agency, sub-contractor of M/s. ABG Haldia Bulk Terminal Pvt. Ltd. main contractor of Haldia Dock Complex is justified by terminating the service of 16 (sixteen) no. of workmen as per the Annexure-I is legal and or justified? What relief the workmen are entitled to?”

2. When the case is taken up for hearing today, learned counsel for Kolkata Port Trust is present but none is present for other parties. It transpires from record that though this reference is pending in this Tribunal since 22.07.2013 and inspite of all the opportunities, neither the union has not filed its statement of claim, nor the managements have filed its written statement to proceed further with the case.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of termination of the sixteen concerned workmen as mentioned in the order of reference. Therefore, there exists no dispute for adjudication.

4. Therefore, the reference is disposed of accordingly.

Dated, Kolkata,

The 10th June, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1183.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेंगलूर के पंचाट (संदर्भ सं. 15/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-12012/08/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1183.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2017) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 26.06.2019.

[No. L-12012/08/2017-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 13th JUNE 2019

PRESENT : JUSTICE SMT. RATHNAKALA, Presiding Officer

C R No.15/2017

<u>I Party</u>	<u>II Party</u>
Sri Basappa Gandigappa Mulimani, R/o Sadageri Oni, At Post : Kundagol, DIST : DHARWAD	The Chief Manager (P&HRD), State Bank of India, T S Complex, Solapur Road, HUBLI.

Appearances :

I Party : Shri A. M. Patil, Advocate

II Party : Sh. V. A. Byatnal, Advocate

1. The Government of India, Ministry of Labourvide order No. L-12012/08/2017-IR(B-I) dated 08.05.2017 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as "The Act") (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

"Whether the action of management of SBI, Hubli in terminating and non regularizing the services of the workman, Sri Basappa Mulimani from the services of Bank is justified? If not to what relief the workman is entitled to?"

2. Consequent upon receipt of the reference, both parties were issued notices and they appeared through their respective advocates. Though several opportunities were provided they have not filed their respective statements. They have not responded to the notice issued thereafter also.

3. In the above circumstance, there is no other go except to Reject the Reference. Hence,

AWARD

Reference is Rejected

(Dictated to U D C, transcribed by him, corrected and signed by me on 13th June 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1184.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 14/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-41012/121/2000-आईआर (बी-I)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1184.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen, received by the Central Government on 26.06.2019.

[No. L-41012/121/2000-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/14/2007**

Smt. Aruna, Robin & Rohit,
LRs of Late Shri Ashok Manikam
R/o New Basti, 389, Sarra Pipal,
Behind Narmada Floor Mill,
Ranjhi, Jabalpur (MP)

...Workman

Versus

Divisional Railway Manager,
Central Railway,
Jabalpur (MP)

...Management

AWARD**Passed on this 13th day of June 2019**

1. As per letter dated 9-1-2007 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947, hereinafter referred to by word 'Act', as per Notification No.L-41012/121/2000-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Divisional Railway Manager, Central Railway, Jabalpur (MP) in terminating the services of Shri Ashok Manikam w.e.f. 18-9-85 is justified or not? If not, what relief the applicant is entitled to?”

2. The case of workman in his statement of claim is that he was employed as a monthly rated casual worker under the management of DRM, Central Railway, Jabalpur and worked from 25-5-78 to 18-9-85 continuously, hence obtained temporary status in service but has been terminated by an oral order without notice or compensation. He raised a dispute with the ALC, Jabalpur. After Failure of Conciliation, a reference was made by Central Government to this Tribunal. Also, it was alleged that firstly, the dispute was not referred by Chief Labor Commissioner to the appropriate Court hence workman filed Writ Petition No. 14055/06 before Hon'ble High Court to the Chief Labor Commissioner and it

was in compliance of that direction, the reference was sent to this Tribunal. The workman alleged that his termination is against law and unjustified being violative of Section 25-F of ID Act, 1947. He accordingly prayed for relief of reinstatement with all backwages and benefits setting aside the termination.

3. In their statement of defense, management specifically denied that workman was under the employment or engagement of DRM, Central Railway Jabalpur for the period 25-3-78 to 18-9-85. It was also pleaded that the reference is highly belated as the dispute was raised in the year 2000 i.e. after 15 years of the alleged termination of workman on September 1985. It was also pleaded that the reference is highly belated as the dispute was raised in the year 2000 i.e. after 15 years of alleged termination of workman on September 1985 hence liable to be rejected. It was further pleaded that the Casual Card No. 187953 as alleged by the workman as never been issued by the management and the name of the workman does not find mention in the list of casual labors. Accordingly it has been prayed that the reference be answered against the workman.

4. Workman filed and proved photocopy of documents sent by ALC, Jabalpur to Secretary, Ministry of Labor on 30-5-2000. The two documents with same contents have been filed and marked Exhibit W-1 & W-2 which is clerical mistake on part of concerned clerk requires to be corrected. Workman further files photocopy of petition under Article 226, copy of reference which are Exhibit W-3 & W-4 respectively.

5. Workman died during the pendency of proceedings hence his wife and children were impleaded as L Rs. Workman side examined the widow of the workman Smt. Aruna of the witness who was cross examined by management. Management examined Rakesh K. Soni an employee of management as witness who has proved the copy of casual register, copy of live register and letter to Divisional Manager dated 10-3-2008 which are Exhibit M-1 to M-3 respectively.

6. During the proceedings, the workman side absented themselves at the stage of argument hence argument of Shri A.K. Shashi learned counsel for management were heard. Workman was given opportunity to file written argument which was not availed.

7. After having perused the records in the light of argument, following points come up for determination-

- (1) **Whether the workman side successfully proved the continuous employment of workman for a period of 240 days in the year preceding the date of his termination?**
- (2) **Whether the alleged termination of services of the workman Late Shri Ashok Manikam w.e.f. 18-9-85 is justified in law?**
- (3) Relief to which the workman is entitled?

8. Point for Determination No. 1 & 2

Since these two points are interconnected hence they are being taken up together. Before proceeding Section 2(s), 25(B) & 25(G) of the 'Act' required to be mentioned here and are reproduced as under:-

Section 2(S)-

“**workman**” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison, or
- (iii) who is employed mainly in a managerial or administrative capacity, or

who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

Section 25 B:-

Definition of continuous service.- For the purposes of this Chapter,-- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an

employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Respective claims of the parties have been detailed earlier. The burden to prove the fact of continuous employment for 240 days in the year preceding the date of termination is on the workman is settled principles of law. Workman side has examined the widow of the workman who has stated that her husband worked with the management from 25-5-78 to 18-9-85 continuously and obtained temporary status in employment. His services were terminated without hearing, notice or compensation. Hence arbitrary and violative of law. His termination is liable to be quashed. In her cross examination by management, witness has stated that the dispute was raised by her husband after 15 years. He was given appointment order, she cannot tell the name of the officer who had issued the appointment order and date of appointment order. she doesnot know as to how many days her late husband worked with the management and in which year. She denied that her husband was never engaged by the management.

9. The case of the management is that late workman was issued a casual card No. 187953 which has been specifically denied by the management witness as stated on oath that no such card appearing this number has been issued. He also produced live register and casual register for the period September 1977 to 11-9-1981 and register for the period 11-1-78 to 11-8-81 which is regarding the casual workers working with the management and name of the deceased workman does not find mentioned in these registers. He has further filed and proved Exhibit M-3 letter issued by management Head office that no such worker was ever found employed according to casual labor register and no casual card bearing No. 187953 was issued by the management. there is nothing in the cross examination of the management's witness to disbelieve him on this point hence sole statement of widow of the workman is held less reliable as compared to the statement of management's witness supported with documents. Accordingly the case of the workman that he was in continuous employment of the management as casual labor for the period as alleged by him or for a period of 240 days in the year preceding the date of his termination is held not proved. **Accordingly, the alleged termination is held not against law. Point for Determination No. 1 & 2 are answered accordingly.**

10. **Point for consideration No. 3**

Admittedly the workman has raised the dispute after 15 years of his alleged disengagement hence his claim is also barred by delay and laches on his part. This fact coupled with the findings arrived at earlier in this judgment, lead to the conclusion that the workman is not entitled to any relief. Point No.3 is answered accordingly.

11. In the result, award is passed as under:-

- (1) **The action of the management of Divisional Railway Manager, Central Railway, Jabalpur (MP) in terminating the services of Late Shri Ashok Manikam w.e.f. 18-9-85 is justified and legal.**
- (2) **Workman/ LRs are not entitled to any relief.**

Dated:13.6.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1185.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 131/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-12012/48/2003-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1185.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 131/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 26.06.2019.

[No. L-12012/48/2003-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/131/2003**

Shri Arun Kumar Patel,
S/o Shri B.P.Patel,
L-107, Kotra Sultanabad,
T.T.Nagar,
Bilaspur (MP)

....Workman

Versus

Dy.General Manager,
State Bank of India,
Zonal Office, Hamidia Road,
Bhopal (MP)

...Management

AWARD**Passed on this 12th day of June 2019**

1. As per letter dated 31-7-2003 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947, hereinafter referred to by word 'Act' as per Notification No.L-12012/48/2003-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of Dy.General Manager, State Bank of India, Zonal Office, Bhopal in imposing the punishment of dismissing the services of Shri Arun Kumar Patel S/o Shri B.P.Patel w.e.f. 28-9-01 is justified? If not, what relief the workman is entitled for?”

2. According to the workman, he was dismissed from service by way of punishment vide order dated 28-9-2001 which spelt an economic death after having putting merely 15 years of service without blame, appeal for reconsideration of this harsh punishment was also dismissed by Appellate Authority. Vide order dated 21-2-02, a mercy petition seeking review also made same effect thereafter a dispute was raised and after failure of conciliation, the reference was sent to this Tribunal by the Central Government. According to the workman, the punishment is excessive and harsh hence disproportionate to the charge. Also alleged that it is not intention of workman to challenge the validity of enquiry or legality of punishment based there on but the sole issue for consideration urged is to mould the relief in exercise of powers conferred by Section 11-A of the 'Act' in the interest of social justice on the principle of proportionality of punishing having regard to all relevant factors of the case.

3. In the written statement of defense, it has been pleaded on behalf of management that while workman was working as Assistant in HET branch of the Bank at Bhopal, he was served a chargesheet dated 27-5-00 wherein 4 charges were levelled against him. Proved charges were regarding fraudulent withdrawal of Rs.63000/- from the Saving Bank Account of Shri Anand Sharma and another fraudulent withdrawal of Rs.49000/- at different occasions from the account of Ku. Homa Roy Choudhary and Smt. Basanti Roy Choudhary by forging signatures of these account holders. According to management, a departmental enquiry was conducted giving the workman fair chance to defend him. The Enquiry Officer found the charges proved and submitted Enquiry Report to Disciplinary Authority on 29-3-2001. The Disciplinary Authority concurred with the finding of Enquiry Officer and after issuing showcause notice to the workman and considering the reply filed by the workman in response to the notice, the Disciplinary Authority imposed punishment of dismissal from service vide order dated 28-9-01 and appeal was preferred by the workman before Appellate Authority which was dismissed keeping in view the seriousness of charge vide order dated 21-2-2002. Also pleaded is the fact that since the reference is only with reference to the quantum of punishment, hence legality of enquiry

is not point to be considered. According to management, the punishment is proportionate to the charges hence require no interference.

4. At the stage of evidence, the workman filed his affidavit. The case first proceeded *ex parte* against management which was recalled by an order by my learned predecessor. Thereafter during the pendency of reference, the workman absented himself. Following issues were framed by my learned predecessor vide his order dated 1-6-2017:-

1. Whether punishment imposed against workman is harsh and deserves to be modified ?

2. If so, to what relief the workman is entitled?

No further evidence was produced by any of the parties. At stage of argument, workman or learned counsel were not present hence argument of Shri Ashish Shrotri learned counsel for management were heard. I have perused the record.

5. Point for Determination No. 1.

Undisputed is the fact that two charges firstly that the workman withdrew an amount of Rs.63000/- from the Saving Bank Account of Shri Anand Sharma by forging signature of Account holder and secondly that the workman fraudulently withdrew an amount of Rs.49000/- from the joint Account of Ku. Homa Roy Choudhary and Smt. Basanti Roy Choudhary by forging signatures of these account holders was proved. Now the question remains to be considered is whether the punishment of dismissal is proportionate to the charges proved or not or whether the punishment is so shockingly disproportionate deserving interference by this Tribunal.

6. The sole case of the workman is that his record of 15 years was unblemished and dismissal has resulted into economic death of the family and workman should have been given an opportunity.

7. It is true that every saint has a past and every sinner has a future but integrity of employee, that too of a Banker, is the first and foremost ingredient which cannot be compromised. The charges proved are criminal in nature. The record does not show that any prosecution was launched against the workman.

8. Learned counsel for management has referred to case **Ganesh Santaram Sirur vs SBI (2005)1SCC13** in support of his argument. In the case referred, a Bank Manager was found guilty of sanctioning of loan to his spouse in disregard of provision of service rules. In view of the magnitude and gravity of the charge, punishment of removal was found not disproportionate.

In spite of the fact that amount of money allegedly misappropriated was not huge, following observations of Hon'ble Apex Court made in Para 12 of the judgment is being reproduced as follows:-

"The Bank Manager/Officer and employees and any Bank nationalised/or non-nationalised are expected to act and discharge their functions in accordance with the rules and regulations of the Bank. Acting beyond one's authority is by itself a breach of discipline and Trust and a misconduct. In the instant case Charge No. 5 framed against the appellant is very serious and grave in nature. We have already extracted the relevant rule which prohibits the Bank Manager to sanction a loan to his wife or his relative or to any partner. While sanctioning the loan the appellant do not appear to have kept this aspect in mind and acted illegally and sanctioned the loan. He realized the mistake later and tried to salvage the same by not encashing the draft issued in the maiden name of his wife though the draft was issued but not encashed. The decision to sanction a loan is not an honest decisions. The Rule 34(3)(1) is a rule of integrity and therefore as rightly pointed out by Mr. Salve, the respondent Bank cannot afford to have the appellant as Bank Manager. The punishment of removal awarded by the Appellate Authority is just and proper in the facts and circumstances of the case. Before concluding, we may usefully rely on the judgment Regional Manager, U.P. SRTC. Etawah & Ors. vs. Hoti Lal & Anr. reported in 2003(3) SCC 605. Wherein this Court has held as under:-

"If the charged employee holds a position of trust where honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently. Misconduct in such cases has to be dealt with iron hands. Where the person deals with public money or is engaged in financial transactions or acts in a fiduciary capacity, the highest degree of integrity and trustworthiness is a must and unexceptionable. Judged in that background, conclusions of the Division Bench of the High Court do not appear to be proper. We set aside the same and restore order of the learned Single Judge upholding the order of dismissal."

9. In another case **Regional Manager, Rajasthan SRTC Vs Sohanlal (2004)8 SCC 218** referred to by learned counsel for management. the bus conductor collected money from passengers for their tickets and did not issue tickets to the passenger lead to monetary loss to the corporation. Dismissal from service for this charge was upheld by Hon'ble Apex Court.

10. Another case **Divisional Controller, KSRTC Vs A.T.Mane (2005)3SCC 254** referred to by learned counsel for management, the charge against the Bus conductor was that he misappropriated the amount which he received from the passengers for their tickets by not issuing tickets to them. Punishment of dismissal for this charge was again proved by Hon'ble Supreme Court.

11. In the light of these settled principles as referred to above, the punishment of dismissal awarded to workman w.r.t. the proved charges as mentioned above cannot be said shockingly disproportionate to warrant any interference by this Tribunal. Hence holding the punishment proportionate to the charges, Issue No.1 is answered accordingly.

12. Point for Determination No. 2

In the light of finding on Issue No.1, the workman is held entitled to no relief.

Dated: 12.6.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1186.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ सं. 53/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1186.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Lucknow as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiyala, and their workmen, received by the Central Government on 26.06.2019.

[No. L-12025/01/2019-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I. D. No. 53/2012

BETWEEN :

Roop Singh Sahi, S/o Sri Bahadur Singh
R/o H.No. 3/694, Vikas Nagar, Lucknow

AND

1. A.G.M.-III(D)/Staff (Disciplinary Authority)
State Bank of Patiyala, Regional Officer IIIrd (D)
21, Vihan Sabha Marg, Lucknow.
2. Enquiry Officer, State Bank of Patiyala
Enquiry Officer, C-3, Janakipuri, New Delhi – 110058.
3. The Branch Manager
State Bank of Patiyala, Hussainganj, Lucknow

AWARD

1. The workman, Roop Singh Sahi, S/o Sri Bahadur Singh, R/o H.No. 3/694, Vikas Nagar, Lucknow has filed the present industrial disputes under provisions of the Section 2A (iii) of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act'), against the alleged injustice done to him by the management of the State Bank of Patiyala for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow with the following prayer:

“to hold that termination of service of the workman is illegal and unjustified and he be reinstated in services with continuity of service of service along with fill back wages and other fringe benefits, which he would have received as if his services would not have been terminated.”

2. In brief it is admitted case of the parties that the workman, Roop Singh Sahi, in brief, had been served upon a charge sheet dated 28.08.2009, and finally was removed from services vide order dated 09.02.2010.

3. The workman has alleged that the domestic inquiry conducted by the management was in violation of the principles of natural justice and prayed for setting aside the same along with consequential punishment order dated 09.02.2010 and he be reinstated with consequential benefits. On the contrary the management has defended the departmental proceedings with submissions that the domestic inquiry, conducted by the management, was in consonance with the principles of natural justice and workman was afforded all opportunities to defend himself, therefore, the statement of claim of the workman is liable to be rejected being devoid of merit.

4. The workman has filed its rejoinder reiterating averments already made in the statement of claim.

5. The management has filed documentary evidence; whereas the workman neither filed any documentary evidence nor filed any oral evidence on affidavit and the case was being fixed for filing management evidence on affidavit; when the workman moved application, W-26 to withdraw the case; whereupon the management endorsed its “no objection” on the application, W-26.

6. Therefore, in view of prayer of the workman for withdrawal of the case; and no opposition from the management, there remains nothing to adjudicate upon in the case as no grievance is left with the workman. Resultantly no relief is required to be given to the workman concerned. The industrial dispute, under adjudication is adjudicated accordingly.

7. Award as above.

LUCKNOW

23rd May, 2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1187.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एसबीआई लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ सं. 118/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-I)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 118/2011) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court*, Lucknow as shown in the Annexure, in the industrial dispute between the management of SBI Life Insurance Company Limited, and their workmen, received by the Central Government on 26.06.2019.

[No. L-12025/01/2019-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT
LUCKNOW****PRESENT : RAKESH KUMAR, Presiding Officer****I.D. No. 118/2011****BETWEEN :**

Manish Mohan Singh S/o Sri Jagdish Singh
E-1962, Rajajipuram
Lucknow – 226017

AND

1. Managing Director
SBI Life Insurance Company Limited
Natraj, Gundavali Cillafe
Andheri Kurla road, Andheri East
Mumbai – 400099.
2. Associate Vice President – HR
SBI Life Insurance Company Limited
Natraj, Gundavali Cillafe
Andheri Kurla road, Andheri East
Mumbai – 400099
3. Regional Director (Central Region)
SBI Life Insurance Company Limited
IInd Floor, Metro Tower, (Opp. Saharaganj)
Shahnajaf Road
Lucknow – 226001

AWARD

1. The workman, Manish Mohan Singh S/o Sri Jagdish Singh, E-1962, Rajajipuram, Lucknow has filed the present industrial disputes under provisions of the Section 2A (iii) of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act'), against the alleged injustice done to him by the management of the SBI Life Insurance Company Limited for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow with the following prayer:

“To declare the termination of the workman as illegal, wrong, arbitrary and unfair labour practice consequently, the workman is entitled for reinstatement along with full back wages and consequential benefits, as per the law of the land in the interest of justice.”

2. The case of the workman, Manish Mohan Singh, in brief, is that he had been working with the opposite parties as Branch Sales Manager w.e.f. 13.05.2010 in Harodi branch; and his terms of appointment were governed by the terms of appointment order dated 20.05.2010 and was on probation for a period of six months; and during such appointment he was not given any administrative or financial powers. It is submitted by the workman that on completion of his probation, he was transferred to Muzzafarpur, Bihar vide order dated 19.11.2010. The workman has submitted that, prior to joining; he met with an accident at Lucknow on 25.05.2009 and was advised for bed rest by the doctor. It is alleged by the workman that when he recovered from injuries, he approached the employers to join his duties on 27.01.2011; but he was denied and was forced to resign from the service to settle his accounts finally. The workman has submitted that he was served upon a show cause notice dated 21.02.2011 & 24.02.2011 regarding his absence; which was replied by him vide letter dated 24.02.2011 & 01.03.2011 respectively. The workman has alleged that the opposite party had terminated his services vide order dated 25.04.2011, without serving any charge sheet or conducting any inquiry etc; accordingly, he has prayed that he may be reinstated with consequential benefits.

3. The management of the SBI Life Insurance Company Ltd has filed its preliminary objection regarding maintainability of the statement of claim of the petitioner; and has contended that the applicant does not fall within the category of 'workman' as he was drawing a monthly salary of Rs. 58,333/- besides other perks and his basic salary was

Rs. 23,333/-, which is much more than the limit of Rs. 10,000/-. The management has stated that the applicant was given offer of appointment to the post of Branch Sales Manger in Grade M-6 level L-2 vide letter dated 07.05.2010 and on the acceptance of the same by the applicant, he was appointed as such vide appointment order dated 20.05.2010. It has specifically been submitted by the management that the job profile of the Branch Sales Manger is to supervise & guide the Unit Manager and the Agency Force, working under him and to train and educate them about new products; and to motivate them to solicit and procure business and develop business in his area of operation. It is submitted by the management that the services of the employee were terminated in accordance with 'SBI Life Insurance Company Ltd. Terms and Conditions of Service of Directly recruited Officers' and the same does not suffer with any infirmity. It is stated by the management that the applicant had been on probation and in absence of any confirmation, his probation deemed to have continued under SBI Life Insurance Company Ltd. Terms and Conditions of Service of Directly Recruited Officers; and accordingly, there was no need for any formal inquiry in case of the workman before termination of his services. Thus, the management has prayed that the claim of the applicant be rejected being devoid of any merit.

4. The workman has filed its rejoinder, paper No. W-22, wherein he has reiterated averments already made in the statement of claim and has introduced nothing new.

5. The parties filed documentary as well as oral evidence in support of their respective case and forwarded oral as well as written arguments.

6. Heard learned authorized representatives of the parties at length and perused entire evidence on record.

7. The applicant has submitted that he had been appointed vide appointment letter dated 20.05.2010; wherein it had been categorically mentioned that his appointment shall be w.e.f. 13.05.2010. It is also the case of the applicant that though he had been designated as Branch Sales Manager; but he had not been assigned any administrative or financial powers; and his duties were non-managerial and non-supervisory in nature; hence his case is covered within the definition of applicant. He has also submitted that as per appointment letter his probation period lasted for six months and his termination by the employers thereafter, without conducting any inquiry and affording any defence, is violative of natural justice. He has relied upon:

- i. JT 1987 (2) 101 A. Sundarambal vs State of Goa, Daman & Diu & others.
- ii. (1994) 3 SCC 510 S.K. Maini vs M/s Carona Sahu Company Limited & others.
- iii. (2001) 7 SCC 394 Hussan Mithu Mhasvadkar vs Bombay Iron & Steel & others.
- iv. (2006) 6 SCC 548 Anand Regional Cooperative Oil Seeds Grower's Union Ltd. vs Shailesh Kumar Harshad Bhai Shah.
- v. (2011) 6 SCC 584 Davinder Singh vs Municipal Council, Sanaur.
- vi. Civil Misc. Writ Petition No. 8422 of 2009 M/s Dhampur Sugar Mills Ltd. vs State of U.P. & others.

8. Per contra, the management of the SBI Life Insurance Company, stressing its earlier preliminary objections, has submitted that the applicant does not fall within the category of 'workman' as he was paid much more than the statutory limit of Rs. 10,000/-. The management has argued that the applicant was appointed vide appointment order dated 20.05.2010 on the post of Branch Sales Manger in Grade M-6 level L-2 on his acceptance of the offer of appointment and his work obligations as Branch Sales Manager were supervisory in nature. It is submitted by the management that the services of the employee were terminated in accordance with 'SBI Life Insurance Company Ltd. Terms and Conditions of Service of Directly recruited Officers' and the same does not suffer with any infirmity. It is argued by the management that the applicant had been on probation and since his probation was not confirmed, his probation deemed to continue under SBI Life Insurance Company Ltd. Terms and Conditions of Service of Directly Recruited Officers; and therefore, no inquiry was required before termination of the services of the applicant. The management has relied upon:

- i. *CDJ 2015 SC 880 Chauharya Tripathi & Others vs. L.I.C. of India & Others.*

9. Having gone through the rival pleadings of the parties, documents relied upon, oral evidence adduced and oral as well as written submissions of the parties, two points emerge out for adjudication of the present industrial dispute firstly, as to whether the applicant viz. Sri Manish Mohan Singh falls within the definition of 'workman'; and secondly, as to whether non-confirmation of the services of the applicant, who was on probation, shall amount to extension of probation; and if not so, its effects.

10. The parties were called upon to adduce evidence on entire merits of the case, including preliminary objection raised by the management regarding non-coverage of the applicant under definition of 'workman' under Section 2 (s) of the Act. Hon'ble Karnataka High Court in 2019 LLR 498 *Management of M/s TE Connectivity India Private Ltd. vs The General Secretary, TE Connectivity Staff Association (TECSA) & another* held that whether the claimant was a technical hand or was appointed for managerial or administrative or supervisory duties would be possible only after evidence in full so recorded.

11. Taking into account, first issue, the Section 2 (s) of the Industrial Disputes Act, 1947 provides definition of workman which reads as under:

2. “(s) “workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i)

(ii)

(iii)

(iv) *Who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”*

In this regard, the case of the workman is that though he was designated as Branch Sales Manager; but he had not been assigned any administrative or financial powers; and his duties were non-managerial and non-supervisory in nature; hence he is covered within the definition of workman. In rebuttal, the management has filed a formal written preliminary objection on the point of coverage of the workman within the definition of workman, paper No. M-4, a copy of which had been supplied to the workman, seeking its reply. The management has enclosed photocopy of salary sheet, paper No. 4/7; and work liabilities of Branch Sales Manager, paper No. 4/12 in its written preliminary objection, paper No. M - 4. The workman, instead of filing any specific reply to the preliminary objection, moved by the management, has filed its statement of claim, paper No. W-5 and the management again filed its preliminary objection, M-8 along with its written statement, M-9. The management reiterated its version regarding maintainability of the industrial dispute through preliminary objections in the repeated preliminary objections as well as in the written statement. The management has enclosed the salary sheet of the workman, paper No. 9/20 and work liability of Branch Sales Manager, paper No. 9/21. The workman was provided with the copy of preliminary objections, M-8 and written statement, M-9; but the workman while filing its reply, W-11 did not file any parawise reply to the preliminary objections, M-8.

A close scrutiny of the work liability sheet, which is not adequately rebutted by the workman through parawise reply, in his reply, W-11, goes to show that the role of the applicant as Branch Sales Manager was ‘to ensure administrative and financial discipline’ and to train the Unit Managers/IAs. The relevant portion of the sheet, paper No. 9/21, containing job liability of the workman is reproduced hereunder:

<i>Position Title</i>	<i>Branch Sales Manager/ABSM/Sr. BSM (RA/RS/04)</i>
<i>Role</i>	<ul style="list-style-type: none"> <i>Leading the team of Unit Managers individual specific goals should be known to Ums, will check turn over to achieve branch business goals.</i> <i>Act as a profit centre head to develop quality business based on various parameters.</i> <i>To ensure administrative and financial discipline.</i>
<i>Reporting To</i>	<ul style="list-style-type: none"> <i>.....</i>
<i>Key Responsibilities</i>	<ul style="list-style-type: none"> <i>Achieve the new business premium targets and renewal premium targets of the branch.</i> <i>Maintain a High IA Activation standard, IA productivity and UM productivity.</i> <i>Reduction in “Zero-business” IA’s and termination on account of MBG norms.</i> <i>Ensure cost effectiveness and encourage cost consciousness at all levels.</i> <i>Inculcate a habit of timely submission of bills/documents/papers/data among the team members as per the requirement.</i> <i>Ensure effective and need based training exposure to UM’s and IA’s.</i> <i>Create and Nurture a customer centric environment by conducting customer meets and organizing customer service camps at periodic intervals-share the minutes with senior regional functionaries.</i> <i>Reduce customer complaints of Misselling and take effective steps to prevent circulation of unauthorized publicity materials. Take proactive measures to rectify irregularities pointed out by the audit team.</i>

The Hon'ble Apex Court in *CDJ 2015 SC 880 Chauharya Tripathi & others vs. LIC of India & others*, while holding that appellant Development Officers in corporation are not 'workman' has observed duties of Development officers as under:

"The Court then referred to the nature of duties of the development Officers and pointed out that a Development Officer was to be a whole-time employee and that his operations were to be restricted to a defined area and that he was liable to be transferred. He had no authority whatsoever to bind the Corporation in any way. His principal duty appeared to be to organize and develop the business of the Corporation in the area allotted to him, and for that purpose, to recruit active and reliable agents, to train them, to canvass new business and to render post-sale services to policyholders. He was expected to assist and inspire the agents. Even so, he had not the authority either to appoint them or to take disciplinary action against them. He did not even supervise the work of the agents though he was required to train them and assist them. He was to be a friend, philosopher and guide of the agents working within his jurisdiction and no more. He was expected to 'stimulate and excite' the agents to work while exercising no administrative control over them. The agents were not his subordinates. He had no subordinate staff working under him."

Thus, it is evident in the light of the adduced documentary evidence, paper No. 15/18 to 15/38 as well that the applicant, Manish Mohan Singh in capacity of Approving Authority/Branch Sales Manger, regarding petty expenses bills, had financial powers also to disburse various petty expenses.

Accordingly, in view of the discussions made here in above and the law cited, it is established that the applicant, Manish Mohan Singh is not a workman as provided in the definition of workman under Section 2 (s) of the Industrial Disputes Act, 1947.

12. Now coming to the second issue involved in the case, as to whether non-confirmation of the services of the applicant, who was on probation, shall amount to extension of probation; and if not so, its effects. In this regard the applicant has submitted that he was on probation for a period of six months as per terms of the appointment letter dated 20.05.2010 and in event of non-extension of his probation, he would be deemed confirmed after expiry of period of six months, therefore, the management was under obligation to hold a formal disciplinary inquiry before terminating the services of the applicant. On the contrary, the management has contended that non-extension of the probation period shall amount to deemed extension of the probation period; and accordingly, the management was free to take action against the applicant under Clause 6 (1) of the SBI Life Insurance Company Ltd. Terms & Conditions of Service of Directly Recruited Officers. The parties have relied upon documentary evidence in this regard, to sustain their respective pleadings.

Admittedly, the applicant, Manish Mohan Singh had been appointed by the opposite parties vide appointment letter dated 20.05.2010 and the para 6 of the said appointment letter provides a probation period of six months. There is no iota of evidence that the said period of six months was either extended by the management or the applicant's services were confirmed by the management of SBI Life Insurance Company Limited.

Hon'ble High Court, Allahabad in Writ Petition No. 59185 of 2008 Raj Kamal Sonkar vs High Court of Judicature at Allahabad Through R.G., decided on 07.04.2016 has observed as under:

"The Supreme Court, after considering various Constitution Bench, judgments as well as series of other decisions, noticed that there are three line of cases on the point viz. (a) where in the service rules or the letter of appointment a period of probation is specified and power to extend the same is also conferred upon the authority without prescribing any maximum period of probation and if the officer is continued beyond the prescribed or extended period, he cannot be deemed to be confirmed. In such cases there is no bar against termination at any point of time after expiry of the period of probation; (b) where while is a provision in the rules for initial probating and extension thereof, a maximum period for such extension is also provided beyond which it is not permissible to extend probation. The inference in such cases is that officer concerned is deemed to have been confirmed upon expiry of the maximum period of probation in case before its expiry order of termination has not been passed. And (c) where though under the rules maximum period of probation is prescribed, but the same require a specific act on the part of the employer by issuing an order of confirmation and of passing a test for the purposes of confirmation. In such, even if the maximum period of probation has expired and neither any order of confirmation has been passed nor the person concerned has passed the requisite test, he cannot be deemed to have been confirmed merely because the said period has expired."

7. The Supreme Court considered the Constitution Bench judgments in the case of *Sukhbans Singh vs. State of Punjab*, *G.S. Ramaswamy vs. Inspector General of Police, Mysore* and *State of Uttar Pradesh vs Akbar Ali Khan* and held that under the first line of cases where no maximum period of probation is stipulated under the Service Rules or the letter of appointment, a probationer cannot be deemed to be confirmed. It is held that in such cases there is no bar against termination at any point of time, before the service is confirmed."

From perusal of the above referred case law, and the letter of appointment along with the SBI Life Insurance Company Ltd. Terms & Conditions of Service of Directly Recruited Officers, it is crystal clear that the case of the applicant, falls in the first line of cases where no maximum period of probation is stipulated under the Service Rules or in the letter of appointment, therefore, a probationer cannot be deemed to be confirmed; hence there was no bar against termination of the applicant, Manish Mohan Singh, at any point of time, before the service is confirmed by the SBI Life Insurance Company Limited. However, from perusal of the documents relied upon by the parties, it is evident that the applicant had been issued show cause notices dated 21.01.2011 & 24.02.2011, which had been replied by the applicant vide letters dated 24.02.2011, 01.03.2011 and 04.03.2011; moreover, it is purported from the face of record that while issuing the termination order dated 19.03.2011 the management of SBI Life Insurance Company Limited has adequately taken into account the replies of the workman; hence the principles of natural justice seem to have been duly complied with by the management.

13. Thus, from the facts and circumstances of the case and the case laws cited hereinabove, I am of considered opinion that the applicant does not fall within the definition of 'workman' and the action of the management of SBI Life Insurance Company Limited in terminating the services of applicant, Manish Mohan Singh was neither illegal nor unjustified; accordingly, the applicant is not entitled to any relief.

14. Award as above.

LUCKNOW

22nd May, 2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1188.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ सं. 23/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Lucknow as shown in the Annexure, in the Industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 26.06.2019.

[No. L-12025/01/2019-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I. D. No. 23/2014

BETWEEN :

Ameer Hider S/o Sri Wazeer Haider
R/o Mohalla Bangla, Village & Post – Nasirabad
District – Rai-Bareilly – 229307

AND

1. State Bank of India, through its Zonal Manager
Vth Zone, Halwasiya Court, Hazratganj, Lucknow.

2. Manager, State Bank of India
Jayas Branch, Jayas, Rae-Bareli.

AWARD

1. The workman, Ameer Haider S/o Sri Wazeer Haider, R/o Mohalla Bangla, Village & Post – Nasirabad, District – Rai-bareli has filed the present industrial disputes under provisions of the Section 2A (iii) of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act'), against the alleged injustice done to him by the management of the State Bank of India, Jayas, Rae-bareli for adjudication before this Central Government Industrial Tribunal –cum- Labour Court, Lucknow with following prayer:

“(i) *To declare that the action of the management in terminating the services of workman by oral order dated 24.08.1999 is neither legal nor justified.*

(ii) *To set aside the order dated 13.07.2000, whereby the claim of the applicant/workman has been rejected by the respondent bank with a direction to the employees to reinstate the applicant/workman in service together with entire consequential benefits including back wages and other service benefits.”*

2. The case of the workman, Ameer Haider, in brief, is that he had been appointed by the opposite parties in sub-ordinate Cadre as part time Farrash on 1/3rd pay of the regular pay scale w.e.f. 01.07.1997. He has submitted that he had been paid bonus amounting to Rs. 640.18 on 24.09.1998 and was given 1% higher rate of interests on the fixed deposit as was admissible to the regular employees of the bank. The workman has stated that though he was appointed in sub-ordinate cadre; but looking into his educational qualification he was ought to have been appointed in clerical cadre and when pressed hard upon the authorities for the same his services were terminated by the opposite party no. 2 'orally' w.e.f. 24.08.1999 in an arbitrary and illegal manner without following provisions of the section 25 of the Act as he had worked for more than 240 days; likewise he was not paid any retrenchment compensation; nor was given any notice nor any notice pay in lieu thereof. The workman has submitted that aggrieved from his illegal termination, he preferred a Writ Petition No. 4642 (SS) of 1999 before Hon'ble High Court, Lucknow Bench, Lucknow; wherein the Hon'ble High Court directed the management to consider the case of workman for appointment on Class IV post on sub-ordinate cadre; whereupon the management passed an order dated 13.07.2000, rejecting the claim of the workman. When the workman again approached to the Hon'ble High Court, he was directed to approach this Tribunal, condoning the delay. Accordingly, the workman has filed present industrial dispute with prayer to set aside his illegal and unjustified oral termination dated 24.08.1999; along with order dated 13.07.2000, with consequential benefits including back wages and other service benefits.

3. The management of the State Bank of India, has disputed the claim of the workman, by filing its written statement; wherein it has submitted that the workman had never been given any appointment letter inasmuch as no prescribed procedure was adopted in the case of the workman; rather he was engaged as part time Farrash; hence he was not entitled for any of the privilege claimed by him. The management has submitted that as per bank's Rule, a person who is class 10th pass, cannot be appointed on class IV post; and that he was given bonus and extra 1% interest on FDR, erroneously, as he had worked for more than 30 days at a stretch in the bank as part time Farrash and this cannot entitle him to be presumed to be a regular employee of the Bank. It has been submitted by the bank that since he had never been appointed, following due procedure, and was only engaged in exigencies for short duration accordingly, there was no need for compliance of provisions of section 25 F of the Act. Therefore, the management has prayed that the claim of the workman be rejected outrightly, being devoid of merit, without any relief to the workman.

4. The workman has filed rejoinder, reiterating his contentions, already made in the statement of claim.

5. The parties filed documents in support of their respective case and adduced oral evidence. The workman examined himself; whereas the management examined Sri Mukesh Kumar Bajpai, Branch Manager, SBI, Jais Branch in support of their case. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments in support of their respective cases.

6. Heard authorized representatives of the parties and perused entire evidence on record.

7. The learned authorized representative of the workman has submitted that the workman had been appointed by the opposite party establishment in sub-ordinate Cadre as part time Farrash on 1/3rd pay of the regular pay scale w.e.f. 01.07.1997 and worked continuously as such upto 24.08.1999 when his services have been terminated in an arbitrary and illegal manner without following provisions of the section 25 of the Act and without making any payment towards retrenchment compensation; or given any notice or any notice pay in lieu thereof. He has also submitted that the bank failed to produce any Rule which prohibits appointment of the workman in sub-ordinate category due to having higher qualification. He has relied upon:

(i) 1994 (69) 419 FLR Man Phool vs Union of India & others; Hon'ble Allahabad HC.

8. In rebuttal, learned authorized representative of the management has submitted that the workman had never been appointed by the Bank, following due procedure, rather he was engaged as part time Farrash in exigencies; and since he was not appointed by the Bank was discontinued without compliance of provisions of section 25 of the Act. He has also stressed that as per Bank's Rule for appointment in sub-staff category a person should not be class 10th pass; accordingly, the workman's claim was rightly rejected by the Bank vide order dated 13.07.2000 & 04.03.2002. He has relied upon:

(i) (2014) 15 SCC 353 *Chief Administrator, Housing Board, Haryana vs Diwan Chand.*

(ii) (2016) 16 SCC 610 *State of Madhya Pradesh & another vs Vinod Kumar Tiwari.*

9. I have given my thoughtful consideration to the rival contentions of the learned authorized representatives of the parties and scanned entire record available in light thereto.

10. The workman has come up with a case that he had been appointed by the opposite parties as part time Farrash w.e.f. 01.07.1997 and worked as such on 1/3rd pay of the regular pay scale till 24.08.1999 when his services have been terminated through oral order without assigning any rhyme or reason; also that he was neither given any notice nor been paid any notice pay in lieu thereof, in utter violation of provisions of Section 25 F of the Act. The workman has produced photocopy of the various documents in support of his uninterrupted working with the Bank.

11. Per contra, the management of the Bank has come up with a case that the workman had never went through regular selection procedure, prescribed for the sub-staff inasmuch as he had never been appointed by the Bank at any point time; rather he had been engaged by the Bank as and when required in exigencies. It is also the case of the management that when he had not been appointed by it, therefore, there was no need to comply with provisions of the section 25 F of the Act. Moreover, the Bank has also pleaded that the workman was ineligible for appointment, as per Bank Rules, by virtue of fact that he was high school pass; whereas for getting appointment in sub-staff category, the candidate should not have been high school pass; accordingly, his claim for appointment was discarded by the Bank vide order dated 13.07.2000.

12. The parties have adduced number of documents in support of their respective cases. The workman has filed his salary details w.e.f. July, 1997 to 23.08.1999, paper No. 16/7, photocopy of the pass book of his saving bank account, paper No. 16/9 to 16/14, which has details of payment being made to him on account of salary/pay from July, 1997 upto 23.8.99, photocopy of FDR amount to Rs. 1000/- with rate of interest @ 12.5%, paper No. 16/20; wherein after his name 'Staff' has been mentioned. All these documents are admitted by the authorized representative of the management.

The management has filed photocopy of Establishment Charges Register for the period 01.07.97 to 31.3.99, paper No. 21/1 to 21/22, Establishment Charges Register for the period 01.04.99 to August, 99, paper No. 21/25 to 21/30, photocopy of STDR Ledger No. 1, paper No. 21/31 to 21/32. All these documents are admitted by the authorized representative of the workman.

13. Now having gone through the rival pleadings of the parties and documentary evidence adduced by them, it is evident that the workman had been working with the opposite parties 'part time temporary safai karmchari' and been paid 1/3rd of the regular pay scale applicable to the post, as it is evident from the photocopy of the establishment charges register, paper No. 21/1 to 21/30 filed by the management itself. Again he had been paid for working, for the period from July, 1997 to 23rd August, 1999, which is evident from the photocopy of salary details, paper No. 16/7, filed by the workman and admitted by the management. Also, that the workman had been paid bonus for the period 01.04.97 to 31.03.98, along with other clerical and subordinate staff of the bank, as it is evident from paper No. 16/1, filed by the workman and admitted by the management. Apart from this the workman has also filed STDR certificate for Rs. 1000/- in his name as 'Staff', paper No. 16/20, which is again admitted by the management.

Thus, from the perusal of above mentioned documents admitted to the parties, it is crystal clear and established beyond doubt that the workman, Ameer Haider had been working as "Part time Temporary Safai Karmchari" and been paid 1/3rd of the regular pay scale applicable to the post for the period 01.07.1999 to 23.08.1999 continuously. Though there is no iota of evidence from either side that he ever went through regular selection procedure or was issued any written order or appointment order for the same; but his continuous and uninterrupted working with the bank, for more than 240 days, preceding twelve months from the date of termination is established. It is also established from the respective pleadings of the parties that while terminating his serves 'orally', the mandatory provisions of Section 25 F were not followed by the Bank.

14. Further, the Bank has also come up with a case that the workman was not eligible for the appointment in the bank services as per Rules of bank a person who is High School pass, cannot be appointed on a class IV post of farrash etc., however, the Bank utterly failed to file copy of any such Rule or Regulation which debars a person who is High School pass cannot not be appointed in the bank. It is well settled law, that mere pleading or self serving affidavit cannot be substantial proof; rather a party which pleads existence of any Rule/Regulation has to corroborate its stand through cogent documentary evident and the management could not succeed this test while making a case that as per Rules the

workman, being High School pass was ineligible for appointment as subordinate staff in the Bank. Moreover, when the Hon'ble High Court High Court, Lucknow Bench, Lucknow vide its order dated 18.05.2000 in Writ Petition No. 4642 of 1999 (S/S) directed the bank to consider the case of the workman for appointment on class IV post in subordinate cadre, keeping in view that the workman had already worked for more than two years and there was no order in writing regarding termination of his services, the Bank, in compliance of Hon'ble High Court's order dated 13.07.2000, considered the case of the workman and rejected the same vide order dated 3.07.2000, wherein it mentioned as under:

“2- बैंक के नियमानुसार चतुर्थ श्रेणी अधीनस्थ वर्ग में नियुक्ति हेतु अधिकतम शैक्षणिक योग्यता कक्षा दस फेल है और आप हाई स्कूल पास हैं, अतः नियुक्ति हेतु सुपात्र नहीं हैं”

Thus, the Bank while passing the order dated 13.07.2000, did not mention any such particular Rule or Regulation, which prohibits a person from appointment in Bank services. The management being a Government undertaking was not expected to act in such an evasive manner; rather it was required to make a specific quote to the Rule and here in the present industrial dispute before this Tribunal again the Bank did not come with any specific Rule or Regulation which deprived the workman from being considered with the appointment in the Bank as sub staff.

15. Hon'ble Allahabad High Court in *State of U.P. vs. Mahendra Pal Singh & another* 2012 (2) ALJ 325 while scrutinizing the validity of the award of the Labour Court found that the findings of the Labour Court were not perverse; wherein the Labour Court has drawn out a finding that the workman had continuously worked for more than 240 days in calendar months prior to termination of his services; and the termination of services was without any notice and without payment of retrenchment compensation; and accordingly, Hon'ble High Court held that the relief of reinstatement with 60% of back wages, awarded by the Labour Court was justified. Hon'ble High Court in para 47-50 of its judgment, has referred decision of Hon'ble Apex Court in *Krishan Singh Vs. Executive Engineer, Haryana State Agricultural Marketing Board, Rohtak (Haryana)* (2010) 3 SCC 637: (AIR 2010 SC (Supp) 787 as under:

“47. the appellant worked as a daily wager under the respondent from 1.6.1988. His services were terminated in December, 1993. He served a notice of demand dated 30.12.1997 on the respondent contended that his services were terminated orally without complying with the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) and that he may be reinstated in service with full back wages from the date of illegal termination and he may be regularized according to the Government policy. The respondent did not respond to the demand made by the appellant and by an order dated 23.7.1999, the State Government referred the dispute under Section 10 of the Act to the Labour Court. Thereupon the Labour Court passed the award dated 18.7.2006 holding that the appellant had admittedly completed 267 days from 1.6.1988 to 30th April, 1989 and his services were terminated without any notice or notice pay and without payment of retrenchment compensation and the termination was, therefore, in violation of Section 25-F of the Act and the appellant was entitled to be reinstated in his previous post with continuity of service and 50% back wages from the date of demand notice i.e. 30.12.1997.

48. The respondent challenged the award of the Labour Court before the High Court of Punjab and Haryana, in writ petition and by order dated 9.12.2008, High Court allowed the said writ petition and set aside the award dated 18.7.2006 of the Labour Court and directed the respondent instead to pay compensation of Rs. 50,000/- to the appellant. Aggrieved by order dated 9.12.2008 of the High Court, the appellant filed appeal before the Apex Court. By placing reliance upon earlier decision rendered by the Apex Court in the case of *Harjinder Singh (supra)*, I allowed the appeal and set aside the impugned order dated 9.12.2008 passed by the High Court and directed that the appellant will be reinstated as a daily wager with 50% back wages forthwith.

49. While dealing with the question of discretionary powers of the Labour Court, in para 17 of the decision, Hon'ble Apex Court has observed as under:

“17. Wide discretion is, therefore, vested in the Labour Court while adjudicating an industrial dispute relating to the discharge or dismissal of a workman and if the Labour Court has exercised its jurisdiction in the facts and circumstances of the case to direct reinstatement of a workman with 50% back wages taking into consideration the pleadings of the parties and the evidence on record, the High Court in exercise of its power under Articles 226 and 227 of the Constitution of India will not interfere with the same, except on well settled principles laid down by this Court for a writ of certiorari against an order passed by a court or a tribunal.”

50. In the said case while drawing distinction between the cases of this nature and *State of Karnataka vs. Umadevi* (2006) 4 SCC 1 : (AIR 2006 SC 1806 SC 1806) in para 22 of the said decision Hon'ble Apex Court held as under:

22. *The decision of this Court in State of Karnataka v. Umadevi (3) cited by the counsel for the respondent relates to regularization in public employment and has no relevance to an award for reinstatement of a discharged workman passed by the Labour Court under Section 11-A of the Act without any direction for regularization of his services."*

16. Thus, in view of the facts and circumstances of the case, discussions made hereinabove and law relied on, it is established that the workman, Ameer Haider, who was engaged as Part time Temporary Safai Karmchari by the opposite party Bank, had worked for more than 240 days in a calendar year preceding the date of his termination and his services have been illegally termination on 24.08.1999 by the management of the State Bank of India without following the mandatory provisions of the Section 25 F of the Industrial Disputes Act, 1947. Therefore, I am of the considered opinion that the workman, Ameer Haider is entitled for reinstatement with continuity in service along with 60% of back wages and other consequential benefits under Rules, within 08 weeks of publication of the award, failing which; the back wages shall carry simple interest @ 6% per annum.

17. The reference is answered accordingly.

LUCKNOW

18th April, 2019

RAKESH KUAMR, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1189.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ईस्ट कोस्ट रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ सं. 78/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-41011/44/2012-आईआर (बी-I)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1189.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bhubaneswar as shown in the Annexure, in the Industrial dispute between the management of East Coast Railway, and their workmen, received by the Central Government on 26.06.2019.

[No. L-41011/44/2012-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUANESWAR

Industrial Dispute Case No.78 of 2012

Dated this the 5th day of February, 2019.

Present: Shri B.C.Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar.

Between:

The Senior Divisional Operation Manager,
East Coast Railway, Khurda Road, At/P.O./P.S. Jatni, District-Khurda (Odisha).

... First Party- Management.

Versus

The District Secretary, Bharatiya Mazdoor Sangha,
Khurda Disrrict, Qrs. No.VA/23/3, Ashok Nagar, Bhubaneswar,
District-Khurda (Odisha).

...2nd. Party Workman/Union

Appearances:-

For the First Party Management : Sri C.R.Nayak.

For the 2nd Party workman : S.K.Mangaraj

AWARD

This award arises out of a dispute referred by the Government of India in the Ministry of Labour exercising its authority conferred by clause (d) sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (herein after “ the Act”) vide Letter No.1-41011/44/2012-IR(B-1) dated.31.02.2012 and the schedule of the reference is :- “ Whether the demand of the Union, Bharat Mazdoor Sangh for payment of salary for the period from 5.4.2006 to 17.05.2006 to Sri S.V.Rao, Asst.Guard, is legal and justified ? To what relief the workman is entitled ” ?

2. On being noticed the 2nd Party workman has submitted his statement of claim wherein it is alleged that he was working as Asst. Guard of East Coast Railway and posted at Khordha Road, Jatni under the control of Chief Controller of Senior Division Operation Manger, East Coast Railway in the year 2006. He applied for leave for the period from 5.4.2006 to 30.5.2006 and he resumed his duty on 30.5.2006 after submitting medical certificate towards illness and fitness. But, his authority neither allowed him to sign the Attendance Register nor allotted him any duty from 31.5.2006 onwards. Rather, a charge sheet was issued to him alleging that he remained absent from duty unauthorisedly from 5.4.2006 to 17.6.2006. It is the claim of the disputant workman that he made a representation to his authority for release of his salary/wages for the above period. But, it did not pay any attention for which he approached the labour machinery and raised a dispute. Attempt of conciliation between the parties having been failed the dispute has been referred to for its adjudication as mentioned earlier.

3. In its written statement the Management has refuted the allegations raised by the disputant workman. It is the stand of the Management that the disputant remained absent unauthorisedly for the above period for which a departmental proceeding was initiated. He did not submit his leave application with proper medical certificate towards his illness and fitness i.e. medical report of the Railway hospital. His leave was never sanctioned by his authority and as such the disputant workman was not entitled to any salary/wages for the above period on the principle of “ no work no pay “. That apart, it has been contended by the Management that the alleged disputant being related to the year 2006 could have been raised earliest and an appeal could have preferred before the appropriate authority if the disputant workman was not genuinely allowed to discharge his duty or his leave application was rejected out rightly without due consideration. The above omission and commission on the part of the workman raises serious doubt on his claim and the same suggests that the applicant workman has not come with clean hand while raising the dispute before the Labour Machinery. Hence, prayer has been made for rejection of the statement of claim.

4. It is pertinent to mention here that after filing of statement of claim and written statement by the parties the disputant workman failed to adduce any evidence and remained absent for which his evidence was closed and the management was asked to adduce its evidence. As the management declined to adduce any evidence, the case was posted for argument. The disputant workman submitted a written note of argument without adducing any evidence whereas the Management advanced an oral argument at length refuting the allegations raised by the disputant workman.

5. Keeping in view the pleadings and arguments advanced by the parties the point for determination is whether the disputant was denied salary/wages for the period from 05.04.2006 to 17.06.2006 and if so such refusal of wages/salary by the Management was legal and justified/If not, to what relief the workman is entitled to ?

6. As per his own pleadings the disputant workman remained absent from 05.04.2006 to 30.05.2006. Though he has pleaded to have submitted an application for leave on his joining on 31.05.2006 along with a Medical Certificate towards his fitness, no documentary or oral evidence has been adduced in support of his such pleading that he submitted leave application along with fitness certificate. On the other hand it appears from his pleadings that he did not submit any application seeking permission to avail leave before he remained absent from 05.04.2006 onwards. Rather, it is apparent from the pleadings of the parties that he was proceeded with a departmental enquiry for his unauthorised absence from 5.4.2006 onwards. His statement of claim is silent to disclose if he had ever approached his superior authority for non-sanctioning of the leave by his immediate authority. When there is no iota of evidence to establish that he had submitted any application for the leave along with medical certificate and it is emerging from his pleadings advanced in the statement of claim that he did not submit any leave application prior to his remaining

absent from 5.4.2006 onwards, it can be safely inferred that his absence from duty from 5.4.2006 onwards was apparently unauthorised one. It is not disputed that he was allotted with a quarters at Jatni. The disputant workman has not refuted the claim of the Management that the Railway hospital is situated at Jatni. It is emerging from the pleadings of the parties that the disputant workman had not submitted any medical certificate of Railway hospital towards his illness or fitness. In the above back drops it can be safely said that the disputant workman did not perform any duty and he remained absent from 5.4.2006 to 17.6.2006 without permission or prior intimation to his authority. There is no evidence on the record to suggest that he had ever submitted any leave application on medical ground for the above period along with proper medical certificate towards his illness and fitness. On the other hand it is emerging that such absence from duty being unauthorised, he was proceeded with departmentally. Hence, on the principles of "no work no pay" the disputant workman is not entitled to salary/wages for the above period of his unauthorised absence. Therefore, the demand of the Union of Bhartiya Mazdoor Sangha for payment of salary to the disputant workman for the period from 5.4.2006 to 16.7.2006 is not legal and justified. Thus, the workman is not entitled to any relief.

Reference is answered accordingly.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स त्रिवेणी अर्थमूवर्स प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 49/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.06.2019 को प्राप्त हुआ था।

[सं. एल-26012/02/2010-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2014) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court*, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Triveni Earthmovers Pvt. Ltd., and their workmen, which was received by the Central Government on 19.06.2019.

[No. L-26012/02/2010-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBANESWAR

Industrial Dispute Case No. 49 of 2014

Dated of passing of the award 08.04.2019

Present: Shri B. C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar

Between:

Management of M/s.-Triveni Earthmovers Pvt. Ltd. Opposite to Joda Womens College,
Joda, P.O.Joda, Dist. Keonjhar (Odisha)

...First Party- Management

Versus

Yunus Ansari, At- Chasnalla, 2 No. Basti, P.O.Chasnalla, Dist. Dhanbad,
Dhanbad, (Jharkhand)

...2nd. Party Workman/Union.

Appearances:-

For the First Party Management : Sri B. Swain.

For the 2nd Party workman : Self

AWARD

The Government of India, Ministry of Labour and Employment have referred an Industrial Dispute between the above named parties for its adjudication vide its order No,L-26012/02/2010-IR(M) dated. 04.09.2014 in exercising its authority conferred under Clause (d) of sub-section(1) and sub-section(2-A) of Section 10 of the Industrial Disputes Act,1947(14 of 1947) and the Schedule of the reference is as follows:-

“Whether the action of the Management of M/s. Triveni Earthmovers Pvt. Ltd. in terminating the service of Md. Yunus Ansari,Dumper Operator w.e.f. 16.9.2009 is legal and justified? What relief Sri Ansari is entitled to ? ”

2. The case of the 2nd party workman is that he was appointed as a Dumper Operator with effect from 21.12.2005 in the establishment of 1st Party Management after being successful in an interview. He was transferred and posted in different places of mines and he was discharging his duty to the utmost satisfaction of his employer .On 14.9.2009 While he was driving his Dumper, the same had some mechanical problem. His Mechanical in charge advised him to proceed to the near by R.C. to get the vehicle repaired. But, on that day evening he was placed under suspension on the allegation of disobedience of the order of the Supervisor of Mines. He was informed that an enquiry was fixed on the next day i.e. on 15.09.2009. On the next day he was called by the General Manager and the Manager, HR to the chamber of General Manager and forced to sign on a paper. The content of the paper was dictated by the officer and he was forced to admit his guilt that he drove the Dumper in to the mining activity area inspite of a prohibition. On his confessional statement he was dismissed from service with effect from 16.9.2009. According to him no charge sheet was issued to him for any misconduct or for disobeying the order of the Supervisor of the Mining blast area. There was no departmental enquiry and he was not given any opportunity of hearing before his dismissal. Hence, he raised a dispute before the Labour Machinery . As there was no conciliation between the parties, the reference has been made to this Tribunal as mentioned above.

3. The 1st Party Management has resisted the claim taking a stand that the reference is bad in the eye of law since the disputed workman having voluntarily confessed his misconduct by accepting his dues in a final settlement, is estopped to raise any dispute. According to the Management the 2nd party workman being a Dumper Operator drove his vehicle to the blasting area of the mines though he was entry to the area by the Supervisor- in-Charge of blasting. According to the Management when blasting operation was going on 14.9.2009, the 2nd Party workman drove his Dumper nearer to the blasting face and fortunately no bolder hit the Dumper or the workman. The Supervisor-in-charge of blasting tried to stop the Dumper but, the driver did not listen him and forced his entry with the Dumper. Hence, on receipt of a written complaint from the Supervisor, the 2nd Party Workman was called and placed under suspension and directed to attend an enquiry to be held on 15.9.2009 at 10 A.M. It is the claim of the Management that the workman confessed his guilt in writing on his own hand writing. On such admission there was no necessity of issuing any charge sheet and holding a departmental enquiry. Having regard to his confession in writing and the gravity of the misconduct committed by him he was dismissed from service and he was asked to collect his dues towards his final settlement. Having received the full and final settlement amount without any protest the workman has no cause of action to raise any further dispute. As such prayer has been made for dismissal of the claim statement.

4. On the aforesaid pleadings of the parties the following issues have been settled for just and proper adjudication of the dispute.

ISSUES

1. Whether the reference is maintainable ?
2. Whether the domestic enquiry conducted against the workman by the 1st. Party Management is fair and proper?
3. Whether the action of the Management of M/s. Thriveni Earthmovers Pvt. Ltd., in terminating the service of Md. Yunus Ansari,Dumper Operator with effect from 16.9.2009 is legal and justified?
4. What relief the workman is entitled to ?

5. As per the settled principle the fairness of the departmental proceeding is required to be heard as a preliminary issue. But, in the case at hand both the parties agreed and submitted for hearing on all the issues simultaneously. That apart it is emerging from the pleading and evidence of the parties that the disputant workman is stated to have been dismissed from service on the basis of his written admission to his guilty and on a fact finding report. Further, for the sake of convenience all the issues are taken for consideration simultaneously as they are inter linked to each other.

6. The 1st party Management has adduced oral as well as documentary evidence to prove the misconduct of the disputed workman to justify his stand. It has examined one Sri K. K. Mandal, the AGM Mines as M.W.No.2 and one Balakrishna, Asst. Manager as M.W.No.3 who were said to have been present at the spot when the disputant workman drove his Dumper towards the blasting site. M.W.No.1 is the General Manager(HR) of the 1st Party Management. Document like the Photo copy of Charge Memo dt.14.9.2009., Photo copy of the reply of the workman, Photo copy of the proceeding of the enquiry, photo copy of the order of termination dated.16.9.2009, copy of full and final settlement of calculation of the workman, photo copy of the report/complaint dated.14.9.2009 to Sri S.Balakrishnan and Photo copy of the report/complaint dated.14.9.2009 to Sri K.K.Mandal are pressed in to evidence by the Management and they are marked as Exts.1 to 7. The 2nd Party workman has not adduced any evidence except advancing his argument challenging his dismissal order.

7. On a close reading of the pleadings advanced by the parties in their written statements and the evidence adduced by the Management it is emerging that the disputant workman was working as a Dumper operator/driver on the relevant day of incident i.e. on 14.9.2009 being appointed on 21.12.2005. Further, it is emerging that on 14.9.2009 when blasting operation was going on in the mining area of the 1st. Party Management, the disputant workman drove his vehicle towards the said area. According to the workman his vehicle was not inside the blasting zone and there was no prohibition or signal to him to restrict the movement of the vehicle/ Dumper to the said area and his trespass, if any, was due to ignorance. It is the claim of the 1st. Party Management that the action and conduct of the workman in driving the Dumper closer to blasting area and entering into the same unauthorisedly is an act of deliberate negligence. In spite of warning given by the Supervisor who was present at the blasting clearance site, the workman took his Dumper into the blasting face. According to the Management the workman disobeyed the order of the Mining Supervisor and having entered into the blasting area he put his life as well as the property of the Management(the Dumper) in to danger. Thereby he committed gross negligence of duty for which he was placed under suspension on the said day when he made an admission in regard to his misconduct. The 2nd party workman has not disputed the written admission made by him vide Ext.2. But, it is his stand that the said admission was taken from him by threat and his admission statement was scribed as per the dictation of the Management Officer.

It is also seen from the pleadings and evidence of the parties that no charge sheet was issued to the 2nd. Party workman before his dismissal on 14.9.2009 and there was no departmental enquiry to find out if any misconduct is committed on the part of the 2nd Party workman. It appears from the pleadings and evidence of the Management that punishment of dismissal was imposed on the basis of the written admission of the disputant workman and the preliminary enquiry held on 15.9.2009 at 10 A.M, in the office of the General Manager(HR). Thus, it is found that the management imposed the punishment of dismissal (major punishment) without issuing any charge sheet to the disputed workman and holding any enquiry to find out if any misconduct was committed on the part of the delinquent workman by taking his Dumper into the blast zone. No opportunity seems to have been given to the workman to put forth his stand before issuing his dismissal order except seeking a explanation from him on a complaint of the Supervisor and considering the explanation of the workman under Ext.2 wherein he had admitted to have driven the Dumper towards the blasting zone. The so called admission made by the workman can not be treated as a conclusive evidence against him as a workman/employee is not bound to disclose his defence and give any explanation during the course of preliminary enquiry. It is settled by the Hon'ble Apex Court in the case of State Bank of Bikanir and Jeypore –Versus- J.S.Khadawat 1987LAB I.C that where it was concluded that the employee was guilty of misconduct/offence solely on the basis of admission made by him in the preliminary enquiry, the termination of his service without holding regular enquiry would be invalid. In the above back drop the order of dismissal imposed by the Management on admission of the delinquent and a fact finding report i.e. on the basis of preliminary enquiry can not be sustained in the eye of law. Since such order of dismissal was issued without holding any departmental enquiry to find out any misconduct committed on the part of the workman and the order was passed in violation of principle of natural justice i.e without hearing the workman.

8. The next question arises for consideration if this Tribunal has the jurisdiction to find out if any misconduct was committed on the part of the disputed workman to justify the order of his dismissal. In this regard it is well settled that where a domestic enquiry has been held or the domestic enquiry has been found to be defective, the management would be entitled to adduce evidence in support of those charges for which the workman employee is dismissed. In the case between Delhi Cloth and General Mills Co -Versus- Ludh Budh Singh reported in AIR 1972 S.C. 1031 and in several other cases the Hon'ble Supreme Court has observed that in cases where the enquiry has been found to be invalid and no enquiry at all was held at all the Tribunal may give an opportunity to the employer to prove his case and in doing so the Tribunal tries the merits of the case itself. Hence, the argument advanced on behalf of the management that the action of dismissal can still be sustained by the employer by justifying it before the Tribunal by adducing relevant evidence holds good. It has been settled in the case under reference that even though the Tribunal can be satisfied that no enquiry was held before dismissal of the workman, the Tribunal can take evidence adduced before him into consideration to find out if any misconduct was committed on the part of the workman justifying his dismissal. Having regard to the above settled principle it may be mentioned here that the management has examined

M.W.No.2 the then Supervisor and M.W.No.3 to prove the misconduct committed by the workman. On a close reading of the evidence adduced by M.W.No.2 and M.W.No.3 and taking the same into consideration read with the admission/explanation given by the workman vide Ext.2 it appears that the Dumper driven by the workman entered into the blasting zone while blasting operation was going on. There is nothing substantial in the cross examination of M.W.No.2 to disbelieve his version that he took all prohibitory measure to restrain the movement of the vehicle/human being inside the blasting zone. Despite his such action the disputed workman drove his vehicle into the blasting site. Such conduct/action of the workman is undoubtedly an act of disobedience of lawful order of his authority. Further, the testimony of M.W.No.1 find support from the written admission made by the workman. Though, the workman has pleaded and argued that such admission was made due to threat and it was written on the dictation of the Management Officer, it is found that the admission in Ext.2 was made by the workman in his own hand writing in Hindi and in his colocal language. Hence, it is hard to believe that Ext.2 was obtained on threat or the contents of the admission statement was written as per the dictation of the Officer of the Management. Thus, the evidence of the management before this Tribunal is adequate to prove the misconduct i.e negligence of duty as well as disobedience of his superior authority on the part of the workman.

9. The next question arises for consideration is whether the Management was justified by dismissing the workman from service for such misconduct. Admittedly, there is no evidence on record to suggest that the workman was ever found or held guilty of any misconduct earlier. There is no evidence to establish that any sort of damage was caused to the Dumper of the management by such act of negligence or insubordination on the part of the workman. He should have been given a chance without being dismissed for such negligence of duty. The law is well settled that punishment imposed on the workman can be interfered where the punishment is shockingly disproportionate to the gravity of misconduct committed by the delinquent workman or the punishment is so harassed as to suggest victimisation. It is also well settled that U/s.11-A if the Tribunal finds the order of discharge or dismissal unjustified, it could reappraise evidence and interfere in the punishment imposed by the Management. Thus, law is well settled that the Tribunal should interfere only in a case where the punishment is shockingly disproportionate. Coming to the case at hand the punishment of dismissal on a single instance of negligence of duty or disobedience of the order of the authority is apparently shocking and highly disproportionate to the gravity of misconduct proved against the workman.

In view of the discussions made above the punishment of dismissal by the Management without holding an enquiry is not sustainable in the eye of law. However the Management could able to prove the misconduct on the part of the workman by giving direct evidence in the Tribunal. The evidence led by the Management is not demolished by the workman and rather the same finds support from the admission made by the workman on his own hand writing and language. But, the punishment of dismissal being found shockingly the disproportionate to the gravity of the misconduct committed by the 2nd Party, I am inclined to reinstate him without any back wages except the benefit to which he is entitled on being deemed to be in service and I do not feel it necessary to impose any separate punishment for the misconduct brought and proved by the evidence of the management adduced directly in this Tribunal since no benefit has been extended to the workman towards his back wages on his reinstatement.

Hence, the management is directed to reinstate the 2nd Party Workman with immediate effect on publication of the award failing which the 2nd Party Workman is entitled to full wages from the date of this order.

The reference is answered accordingly.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1191.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स पारादीप माइनिंग एण्ड कंस्ट्रक्शन प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 85/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.06.2019 को प्राप्त हुआ था।

[सं. एल-29012/34/2016—आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Paradeep Mining & Constructions Pvt. Ltd. and their workmen, which was received by the Central Government on 19.06.2019.

[No. L-29012/34/2016-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBANESWAR

Industrial Dispute Case No. 85 of 2016

Dated of passing of the award 13.02.2019

Present: Shri B. C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar

Between:

The Management, M/s. Pradeep Mining & Construction (P) Ltd,
(Contractor of IDC Chromites Mines, Talangi, Sukinda) At/P.O./P.S.-Chorda,
Jajpur Road, Dist-Jajapur, Odisha, Pin-755019.

...First Party- Management

Versus

Sisir Dehury, aged about 50 years, S/o.Late Rout Dehury,
Vill-Kusumundia, P.O. Ransol, P.S. Kaliapani,
Dist-Jajapur, Odisha, Pin-755018.

...2nd. Party Workman/Union

Appearances:-

For the First Party Management : None

For the 2nd Party workman : Self

AWARD

The Government of India, Ministry of Labour and Employment have referred an Industrial Dispute between the above named parties for its adjudication vide its order No.L-29012/34/2016-IR(M) dated.14.12.2016 in exercising its authority conferred under Clause (d) of sub-section(1) and sub-section(2-A) of Section 10 of the Industrial Disputes Act,1947 and the Schedule of the reference is as follows:-

“Whether it is justified on the part of the workman Shri Sisir Dehury, not to receive the terminal benefits offered by the contractor M/s. Pradeep Mining and Construction(P) Ltd.,Jajpur Road,Odisha on the ground that he should be paid wages for the period from 07.04.2012 to 04.09.2012 actually not worked ? If not, what relief the workman is entitled to ?”

2. In his statement of claim the 2nd Party- Workman contends that he was working as a Mazdoor in the Chromites Mines of the 1st Party Management from 1.12.1998 continuously and uninterruptedly till he was retrenched from service forcefully on 6.3.2012. According to him he was getting a monthly salary around Rs.8000/- and his Provident Fund Contribution was deducted and deposited by the 1st Party Management during the period of his employment. It is his claim that in the General Panchayat Election held in the year 2012 he supported the Congress Party and as such the workmen of the Management belonging to the group of BJD threatened him to disengage him from service. On 7.3.2012 the 1st Party Management did not allow him to work on being influenced by his rival group. He was not allotted with any work from 7.3.2012 onwards though, he was present in his place of work. He was not given any notice Pay and Retrenchment Compensation before his forceful retrenchment. Such action of the Management refusing employment to him without compliance of the requirement of Section 25(f) and 25(n) is illegal and unjustified. Further, he has prayed that he shall be reinstated with all back wages and service benefits being treated to have been continuing in service.

3. It is pertinent to mention here that the disputant workman being aggrieved by the terms of the reference of the appropriate Government had approached the Hon’ble High Court of Odisha vide W.P(C) No.22129/2017 for changing the terms and schedule of the reference. The Hon’ble High Court vide its order dated.30.10.2017 have directed this

Tribunal to take the issue of retrenchment and the relief to which the workman is entitled to along with the dispute referred to for adjudication.

4. Since the 1st Party-Management did not appear and contest the claim of the disputant- workman inspite of being noticed, the reference case is heard ex parte. During ex parte hearing the disputant-workman has filed his evidence in form of sworn affidavit under Order 18 Rule 4 C.P.C. and exhibited documents like copy of his Identity Card issued by the Management, Copies of wage slips, copies of EPF Slips, Copy of Letter dt.17.4.2012, copy of letter dt.17.4.2012 of the workman, copy of letter of ALC(Central),BBSR,dated.21.9.2012 addressed to Ministry. Copy of letter dt.7.9.2012 of the Management and copy of letter dt.7.6.2012 of the Management which are marked as Exts.1 to 8 respectively.

5. Keeping in view the terms of the reference as well as the direction of the Hon'ble High Court of Odisha in its order dt.30.10.2017 passed in W.P.(C) No.22129/2017 the points for consideration are :-

- 1) Whether the disputant-workman was retrenched illegally with effect from 7.3.2012 ?
- 2) To what relief he is entitled to, if his retrenchment was illegal ?
- 3) Whether it was justified on the part of the workman not to receive the retrenchment benefits offered by the Management on the ground that he should be paid wages for the period from 7.4.2012 to 4.9.2012

6. In his sworn affidavit filed towards his examination in chief the disputant-workman has reiterated the pleadings advanced in his statement of claim. It has been claimed by him that he was working as a Mazdoor under the 1st Party Management continuously and uninterruptedly from 1.12.1998 till he was refused work/employment with effect from 7.3.2012. He has asserted that he was discharging his duty with utmost satisfaction of the Management and he was receiving a monthly salary of Rs.8000/- . The 1st Party Management was deducting from his salary towards his monthly Provident Fund Contribution. The 1st Party Management refused employment to him at the instance of his rival group working under the said Management. There was no sufficient reason to refuse employment to him which amounted to retrenchment. The said retrenchment was made in violation of the provision of Section 25(f) and as such the same is illegal and unjustified. Hence he has claimed for his reinstatement with back wages and other service benefits. There is nothing substantial in his unchallenged and uncontroverted oral testimony to disbelieve him. Rather, the documents Exts.1 to 8 filed by him reveal that the 1st Party Management has issued Ext.1 the identity card wherein the date of joining of the workman is indicated as 1.12.1998. The wage slips issued in his favour reveal that wages were paid to him by the 1st Party Management. Provident Fund Contribution was deducted from his monthly wages, The representation made by the workman to various authorities further reveal that he put forth his grievances for refusal of employment to him. In the above back drops it can be safely held that the disputant was working as a Mazdoor under the 1st Party Management continuously and uninterruptedly from 1.12.1998. It is alleged that he was not paid notice pay and retrenchment compensation as required U/s.25(f) of the Act when he was refused employment on 7.3.2012. Therefore, such refusal of employment amounting to retrenchment was illegal and unjustified and the same was in violation of the provisions of the Industrial Disputes Act.

7. Further, it appears from his unchallenged and uncontroverted pleadings and evidence that other workmen are continuing in their services and there was no justification to refuse work to him though, he was working as a Mazdoor for more than 12 years continuously and uninterruptedly in the mines of the 1st Party Management. Therefore, it is a fit case wherein reinstatement with all back wages and other service benefits would be the appropriate relief to be awarded to the workman. Hence, the 1st Party Management is directed to reinstate the disputant- workman within two months from the date of notification of the award along with 50% of his back wages failing which the disputant is entitled to interest @ 7.5% per annum on his back wages from the date of this award.

The reference is answered accordingly.

Dictated & corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1192.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ऑयल इण्डिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 74/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.06.2019 को प्राप्त हुआ था।

[सं. एल-30012/29/2013—आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Oil India Limited and their workmen, which was received by the Central Government on 19.06.2019.

[No. L-30012/29/2013-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR****Industrial Dispute Case No.74 of 2013****Date of passing of the Award 06.02.2019**

Present: Shri B. C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar

Between:

1. Chairman-cum-Managing Director, Oil India Ltd.
2. Director for (H.R. & B.I). Oil India Ltd.
3. Resident Chief Executive, Oil India Ltd.

...First Party- Management

Versus

Shri D.R. Patnaik, S/o. Late Kishore Chandra Patnik,
57- Bivab Estate, Baramunda, Bhubaneswar-2

...2nd. Party Workman.**Appearances:**

For the First Party Management : Sri S. K. Senapati

For the 2nd. Party workman : Self**AWARD**

This award arises out of a reference made by the Govt. of India, Ministry of Labour vide their Order No. L-30012/29/2013-IR(M) Dated.24.10.2013 in exercise of its authority conferred by clause(d) of sub section (1) and sub section (2A) of Section.10 of the Industrial Disputes Act,1947(hereinafter referred as the Act) and the terms and Schedule of reference sent for adjudication in “whether the action of management of Oil India Limited, Duliajan (Assam) by dismissing the services of Sri Dipti Ranjan Patnaik, Ex, Supervising Assistant (Accounts) Bay Exploration Project, Bhubaneswar (Odisha) w.e.f. 10.4.2009, is legal or justified ? If not , what relief the workman is entitled to ?

2. Shorn of the unnecessary details the facts relevant for the purpose of adjudication of the dispute are that the disputed workman was appointed as a Clerk on 24.3.1982 in the Bay Exploration Project, Bhubaneswar of the First Party Management and he was designated as Supervising Assistant (Accounts) at the relevant time of dispute. On 15.11.2007 order was issued at the instance of the First Party management by which he was transferred to Duliajan, Assam and directed to join his new place of posting on 10th December,2007 at latest. Accordingly he was relieved on 17.11.2007 from his Project Office at Bhubaneswar. He did not join his duty at Duliajan after his relieve as a result of which he was issued with Show Cause-cum- Charge Sheet on 6.5.2008 for his unauthorised absence. After being relieved from his office at Bhubaneswar the disputed workman submitted a representation before his authority challenging his transfer order since consent was not obtained from him before transferring him to the Project at Duliajan. When Charge Sheet was issued and Departmental enquiry was contemplated, he made another representation claiming supply of a copy of the certified standing order governing the Service Conditions of the Employees of Bay Exploration Project at Bhubaneswar. He neither submitted his show cause in the Departmental Proceeding nor appeared before the Enquiry Officer for which Departmental Proceeding was held exparte. The Enquiry Office completed enquiry in absence of the disputed workman and submitted his report before the Disciplinary Authority holding the disputed workman guilty of miss-conduct for his unauthorised absence. A copy of the report was sent to the Disputed work man and explanation was called for on the report. Having been satisfied that charges have been established and the same are serious in nature, the Disciplinary Authority gave an order to discharge the disputed workman from his service with effect from 10.4.2009. Consequently, the workman raised a dispute before the Labour machinery challenging the order of his discharge and the conciliation proceeding before the Labour Machinery having been failed a reference is made for adjudication of the dispute as mentioned earlier.

3. The case of the disputed workman is that he was an office bearer of the Bay Exploration Project's Employees Union. Hence he was recognised by the Management as a protected workman as per the provisions of the Act. As such he could not be transferred from his place of posting i.e Bhubaneswar to any other place without his consent. According to him his transfer as well as his discharge from service are the consequences of vindictive attitude of the Management as he was participating actively in the Trade Union activities. When he was transferred to Assam, he made a representation for cancellation of his transfer order taking a ground that he being a protected workman can not be disturbed from Bhubaneswar office. On receipt of the show cause-cum-charge sheet he made a representation to provide him a copy of the certified standing order of the Project office at Bhubaneswar since it was necessary for preparation of his show cause and to defend him self in the departmental proceeding. But, the Management did not furnish him the copy of the certified standing order for which he could not prepare and submit his show cause and defend himself in the departmental proceeding. It is also his claim that he was not furnished with the list of documents and list of witnesses as well as copies of documents by which and by whom the charges of misconducts were going to be established. In the above manner he was not given due opportunity to defend himself in the Departmental proceeding. He was not provided with any financial assistance to attend the departmental proceeding conducted in the State of Assam and he could not avail any scope to cross examine the departmental witnesses as a result the departmental enquiry was conducted exparte and thereby the principle of natural justice was violated while holding the enquiry as well as while imposing punishment of discharge. According to him the transfer order was issued in violation of the settlement dt.16.3.1998 entered into between the Management and the Union. He was discharging his duty with utmost sincerity and devotion while posted at Bhubaneswar. There was no other allegation against him justifying his transfer. The punishment of discharge was also shockingly dis-appropriate to the gravity of misconduct allegedly proved against him. Hence, he has made a prayer for his reinstatement with benefit of back wages and other consequential service benefits including continuity of his service.

4. The statement of claim preferred by the workman has been resisted by the Management on a stand that the disputed work man did not join his duty at Duliajan, Assam inspite of his transfer from Bhubaneswar Project office to the Project office at Duliajan. When he did not join in his new place of posting even after lapse of three months, he was issued with a reminder on 5.3.2008 to join in his duty immediately. When he did not report in his place of posting, he was issued with a charge sheet on 6.5.2008 for his unauthorised absence keeping in view the Clause-19 Sub Clause(i)(e) of the Certified Standing order of the Company. Though, the workman had assured to join in his duty soon, he did not join. The explanation submitted by the workman towards his unauthorised absence was not accepted. As a result a Departmental Proceeding was initiated and one Arun Jyoti Barua Manager,(Employees Relations) was appointed as Enquiry Officer vide order dt.30.7.2008. Such matter of appointment of Enquiry Officer was also informed to the workman. According to the Management he was issued with Charge Sheet along with list of documents and copies thereof. The date of enquiry was fixed on 20.8.2008 and the workman was informed and permitted to participate in the enquiry taking assistance of co-workers as per his choice. As he did not appear before the Enquiry Officer on the date fixed, the Enquiry Officer issued another notice to him on 23.8.2008 directing him to attend the enquiry proceeding to be held in the Head office, Duliajan at Assam on 12.9.2008. Though the Enquiry Committee met as per the scheduled date and time, the workmen did not attend the enquiry. He was extended further opportunity and the Enquiry was adjourned to 20.10.2008. When the workman did not attend the enquiry on the next date ie. 20.10.2008, the proceeding was held exparte as it was wilful absence on the part of the workman. It is the stand of the Management that opportunity of natural justice as well as the procedures laid down in the certified standing order were followed in the departmental proceeding. The disputant was given all opportunities to defend himself in the enquiry. But he did not participate in the proceeding deliberately for which the enquiry was held in absence of the workman. The workman being found guilty of misconduct was furnished with the report of enquiry Officer and asked to submit his show cause on such report. As the workman was fond absent unauthorisedly from duty for a considerable period i.e for more than 14 days and he did not join his duty after his transfer and issuance of reminders and having been found guilty of misconduct for his such unauthorised absence, he was discharged from his service as per the provision of the certified standing order. There is no scope of interference in the decision of the Management by which the disputant was punished and discharged from service. Hence, a prayer has been made for rejection of the statement of claim preferred by the work man.

5. On the pleadings of the parties the following issues have been settled for just and proper adjudication of the dispute.

ISSUES

1. Whether the reference is maintainable under the Industrial Disputes Act ?
2. Whether the domestic enquiry conducted against the 2nd party-workman is fair and proper ?
3. Whether the action of the Management of Oil India Limited, Duliajan (Assam) by dismissing the services of Sri Dipti Ranjan Patnaik, Ex-Supervising Assistant (Accounts), Bay Exploration Project, Bhubaneswar, (Odisha) with effect from 10.4.2009 is legal and justified?

4. If not, what relief the workman is entitled to ?

6. In order to establish his claim the workman has examined himself as W.W.No.1. Besides, he has filed and exhibited documents like copy of the appointment letter dt.9.3.1982, copy of transfer order dated.15.11.2007, copy of relieve letter dated.17.11.2007, copy of advice of punishment dated.17.11.2009, copy of letter dated.7.12.2007 addressed to CMD, copy of the letter to the Head(ER) dated 20.5.2008, Copy of notice of enquiry dt.30.7.2008, copy of letter to Head (ER) dated.17.8.2008, copy of letter to the Enquiry Officer dated.5.9.2008, copy of letter to the Enquiry Officer dated.16.10.2008, copy of letter of enquiry dated.13.12.2008, copy of the letter to the Head (ER) dated.24.12.2008, copy of the Union Letter requesting protected workman dated.9.4.2009 and copy of advice of punishment dated.10.4.2009 which are marked as Exhibits 1 to 14 respectively. On the other hand the Management has adduced oral and documentary evidence to refute the allegations of the workman. One Arunjyoti Baruah Chief Manager(Employee Relation), Oil India Ltd., Duliajan and another Sri S.K.Senapati who is working as a Head (Legal), Corporate Office of Oil India Ltd. Noida are examined as M.W.No.1 and M.W.No.2 respectively on behalf of the Management and documents like Copy of Letter dated 15.11.2007, Copy of Letter dated.5.3.2008, Copy of letter dated.6.5.2008, Copy of Notice of Enquiry dated.30.7.2008, Copy of letter dt.23.8.2008, Copy of Letter dated 27.9.2008, Copy of the Departmental Proceeding, Copy of Advice of Punishment dated.10.4.2008, Copy of letter dt.11.9.2008, copy of letter dated.17.4.2008 issued by Central Asst.Public Information Officer the disputant and copy of letter dated.4.9.2008 from the Head Project addressed to the Disputat are marked as Exts.A to Ext.L respectively have been filed to refute the allegations.

FINDINGS

7. The issue of fairness of the departmental proceeding has been taken up simultaneously along with other issues for finalisation of the adjudication since no prayer was raised from either side to take up the issue of fairness of the departmental enquiry as a preliminary issue. On the other hand the parties have agreed for hearing of all the issues simultaneously.

Since all the issues are inter linked to each other they are taken up together for consideration for the sake of convenience.

It has been strenuously contended on behalf of the workman that being recognised as a protected workman he could not be transferred from his place of posting without his consent keeping in view the protection given to such a protected workmen in the Act. Hence, the order of his transfer was abinitio void and non-est. It is also argued that the Project Office at Bhubaneswar has a different entity than the projects of the Management running in other places. The certified standing order of the Management is related to the project situated in north east State and it was not applicable to the workman under the Project at Bhubaneswar. No certified standing order was formulated for the project office at Bhubaneswar. When he was issued with the charge sheet for his alleged unauthorised absence, he made a prayer to his Disciplinary Authority to provide a copy of the standing order formulated for the employees of the project at Bhubaneswar. As he was not provided with a copy of the standing order he could not prepare his defence and he did not participate in the departmental proceeding for want of copy of standing order. The Enquiry Officer committed a gross error in holding the enquiry in his absence as he could not be set exparte without supply of the certified copy of the standing order as claimed by him. The enquiry having been conducted in his absence was a clear violation of the basic principle of natural justice. As such the workman was deprived of the opportunity of participating in the departmental enquiry as well as deprived of the opportunity of challenging the materials relied upon by the department in the departmental enquiry. He was also deprived of the opportunity to put-forth his defence. The punishment order was passed without taking his above stand. Hence, the order of his discharge is violation of natural justice.

8. Per contra, it has been strenuously argued on behalf of the Management that the workman can not raise a contention that he was not given scope to contest the departmental enquiry when he did not deliberately attend the enquiry proceeding after being notified about the date and time of commencement of such proceeding. It is the claim of the Management that the departmental enquiry was deferred on two or three occasions in order to give scope to the workman to participate in the proceeding. When he was noticed about the enquiry and he did not participate in the enquiry inspite of being noticed sufficiently ahead, he can not claim prejudice and allege that there was violation of principle of natural justice. It is also argued that the workman was never recognised as protected workman and at the time of appointment the workman was informed he would be transferred from one project to another project in case of exigency. As the Management decided to close the operation of the Project at Bhubaneswar, most of the employees working under the project were either given V.R.S. or on their option transferred to other project sites of the Management. The disputant having failed to report to his duty in place of his transfer he was issued with the charge sheet. Having been found guilty of unauthorised absence, his mis-conduct as contemplated in Clause-19)1)(i)(e) of the standing order was established and he was rightly discharged from his duty.

9. On the aforesaid pleadings and contentions advanced by the parties, more particularly the contentions raised by the disputed workman that his transfer order being a violation of the provisions of the Industrial Disputes Act is void

abinitio and non-est in the eye of law and as such he can not be proceeded with any departmental enquiry for his non-reporting in the place to which he was transferred, it is to be determined first whether any gross illegality or irregularity was committed by the Management by transferring the disputant who was allegedly a protected work man and whether such issue can be taken into consideration by this Tribunal. Law is well settled that order and term and conditions of appointment is a contract between the Employer and the Employee. It is emerging from the oral testimony of the disputed work man as well as the terms and conditions laid down in the appointment offer letter i.e Ext.1 that the terms and conditions of the employment offered to the disputant had a clause that the offeree (the work man) shall be liable to be transferred to other sphere of activities/place of operation at the discretion of the Company and he shall be governed by such rules and regulations that may be applicable. There is no serious dispute that the 1st Party Management has different projects or fields of operation in different places including Duliajan, Assam. The appointment letter of the workman had a condition that he could be transferred to other places. The workman has not produced any rule or circular by which the Management was prohibited from transferring its employees under a Project to another project or place of operation in administrative exigency. The only contention of the disputed workman is that he was a recognised protected work man and as per the provisions of the Industrial Disputes Act and the settlement of 1998 reached out between the Management and the Union he can not be transferred. Though he claims to be an office bearer of the Employees Union of the project and it was known to the Management, there is no order on the part of the Management declaring him as a protected workman as contemplated in Sub Clause.(2)of Rule.61 of the Industrial Disputes (Central) Rules,1957. The said provision provides that the employer shall, subject to Section 33, sub-section(4), recognise such workman to be “protected workmen” for the purposes of sub-section(3) of the said section and communicated to the Union, in writing within 15 days of receipt of the names and addresses under sub- rule-(1), the list of workman recognised as protected workman. For the purpose of recognition the period is twelve months from the date of such communication. In the case at hand the evidence is wanting to establish that if at any point of time the 1st Party Management was ever intimated or informed about the election/selection/nomination of the disputant as an office bearer of the Union in order to declare him as a “protected workman” . The letter dated.9.4.2009 (Ext.13) of the Union in this regard was issued at the stage of closure of departmental enquiry which suggests that at the time of transferring the disputant and issuance of show cause notice to the workman, the 1st Party Management had no information that the disputant was an office bearer of the Employees Union and he should be declared as protected “workman. There is also no evidence to show that the 1st Party Management had recognised the disputant as a “Protected Workman” . Even if it is accepted that the Management did not recognise or declare him as a “ Protected Workman” deliberately in order to harass him, the disputant can not be held or said as a Protected Workman” till he was recognised by the Management. In case of any fault on the part of the Management in this regard, the disputant had a relief and he could have raised the matter and obtained the recognition of a “Protected Workman” as per the procedure laid down in sub-clause(4) of rule-61.Till he was recognised as protected workman in writing by the Management as per provisions of Rule-61 the disputant can not be held as a protected workman. In that view of the matter the transfer order in respect to the disputant can not be said illegal or in violation of the provisions of the Industrial Disputes Act and the same can not be said an act of unfair labour practice.

10. It is also emerging from the pleadings and evidence of the parties that employees working in the project at Bhubaneswar were extended scheme of VRS due to oil exploration failure under the project and even some of them were transferred to other projects/ fields of operation on their consent. The VRS scheme and transfer of the employees were taken as a measure to reduce the staff strength of the project as there was no oil exploration. There is no substantive material in the evidence of the workman to show that he was transferred on vindictive attitude of the Management. Further, transfer and posting of the staff is a managerial discretion of the employer and unless any violation of rules and procedure has been proved while issuing or effecting such transfer order such transfer order can not be held illegal and unjustified. It is the contention of the work man that his consent was not taken while transferring him from Bhubaneswar to Duliajan though in other transfer cases consent of the employees were taken . When there is no rule or circular for taking consent of the employees before transferring him from one place to another place ,no illegality or irregularity can be said to have been committed by the Management in transferring the disputed workman from Bhubaneswar to Duliajan, Assam. The mere fact that since other staff were transferred after obtaining their consent, the Management is not duty bound to seek consent from the Disputant before transferring him from Bhubaneswar to Duliajan. Similarly, on the same ground the transfer order can not be said to have been effected on vindictive ground. For the sake of argument, even if it is considered that his transfer was against any terms and conditions of any procedure, rule, circular, the disputant could have raised the said contention before the Enquiry Officer or other appropriate authorities and got declared the transfer order as illegal and void. Further, it can not be over sighted that the reference is silent on the aspects of the above issue and as such doubt can be entertained if this Tribunal has any jurisdiction to consider and decide the above issues/ argument of the disputed workman keeping in view the principle that the Industrial Tribunal cannot go beyond the terms of reference of the dispute which is referred to for adjudication. For the reasons mentioned above it can not safely said that neither the transfer order of the disputant was illegal and vindictive nor this Tribunal has any jurisdiction to give any finding in this regard.

11. The other grievance of the disputant workman is that he was not provided with a copy of the certified standing order which is applicable to the employees working in the project office at Bhubaneswar as a result of which he could not defend himself in the departmental enquiry. For non supply of such vital document like certified standing order applicable to the employees of the project at Bhubaneswar the departmental proceeding is to be vitiated. It is emerging from the evidence of the parties that the disputant raised an issue before his authority for supply of a copy of certified standing order applicable to the project and he was informed about the application of the certified standing order meant for the project or the sphere of field located in the States of North-east. When he was informed about the applicability of certified standing order which was applicable to the projects in the North-east States and he was supplied with copy of such certified standing order, it can not be held that any prejudice was caused to him for having no separate certified standing order for the project at Bhubaneswar. Even if, it is accepted that the certified standing order of projects at North-East States is not applicable to the Project at Bhubaneswar and no separate certified standing order was formulated for the project at Bhubaneswar, provisions of model standing order under the Act is supposed to be applicable. It was a bounden duty of the work man to raise any contention in this regard before the enquiry officer instead of backing out in the departmental proceeding. Unauthorised absence for more than ten days is a misconduct as per the model standing order and similarly as per the alleged certified standing order of the Management/Company unauthorised absence for more than 14 days is a misconduct and the same warrants punishment of dismissal or removal. The work man has not explained as to how he was prejudiced in the departmental proceeding for non- supply of a copy of separate standing order for the project at Bhubaneswar. Therefore, it is difficult to accept that the workman was justified for not participating in the departmental enquiry for want of certified standing order for the project at Bhubaneswar. Simultaneously, it can not be said that principle of natural justice was violated in the departmental proceeding against the work man for non- effecting a separate certified standing order for the project at Bhubaneswar. That apart, the disputant could have raised the above issue in his show cause in response to the Charge Sheet issued to him and contested the Departmental proceeding before the enquiry officer instead of taking a lay man excuse for not submitting his show cause and participating in the departmental proceeding.

12. Coming to the next point of argument advanced on behalf of workman that holding exparte enquiry in the given circumstances was a violation of the principle of natural justice, it can not be over sighted that the disputant work man was duly issued with the charge sheet and he was given opportunity to file his show cause on the charges levelled against him. He was informed about the date, time and place of the enquiry. Undisputedly, he did not attend the enquiry despite notice about the date, time and place of enquiry. It is also emerging from the pleading and evidence of the Management that the enquiry proceeding was deferred thrice for non-attendance of the disputed work man. It is also in evidence that he was duly intimated about the dates of adjournments of the enquiry. The above facts are not disputed by the work man. When the workman himself refused to avail of the opportunity provided to him in a disciplinary proceeding to defend himself against the charges of misconduct, he can not be permitted to complain later that he had been denied a reasonable opportunity of defending himself. It is well settled that enquiry in absence of an employee can be held valid and there is no violation of principle of natural justice for holding such exparte enquiry if the charged employee remains absent inspite of notice.

The principle of natural justice requires that notice of proposed enquiry to be held should be given to the concerned person. They do not require that even after giving notice, if the concerned person remains absent, the enquiry should not be held in his absence. An enquiry can not be said to have been properly held unless, (i) the charged employee has been informed clearly of the charges levelled against him (ii) the witnesses are examined ordinarily in presence of the employee in respect of the charges, (iii) the employee is given a fair opportunity to cross examine witnesses, (iv) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and (v) the enquiry officer records his findings with reasons for the same in his report. Keeping the above settled principles in view if the case at hand is examined critically it is seen from the pleadings and evidence of the parties that the disputant did not join in the place of his transfer till his discharge from his service inspite of being transferred from Bhubaneswar to Duliajan though order was issued on 15.11.2007 and he was relieved on 17.11.2007 from the Project office at Bhubaneswar with a direction to report in place of transfer on 10th December, 2007 at latest. He had not made any correspondence or representation for extending the date of his joining except challenging or making a representation on the order of his transfer. There is no serious dispute to the fact that he was issued with a reminder on 5.3.2008 to join in his duty immediately vide Ext.B. When he did not join after receipt of the reminder he was issued with a show cause notice –cum- charge sheet on 6.5.2008 vide Ext.C wherein he was asked to submit his explanation within seven days of receipt of the show cause notice as to why appropriate action in accordance with Clause-19.11(e) of the Companies' modified standing order which provides discharge for absence from duty without authorised leave or permission for more than 14 consecutive days. Admittedly, the disputant had not applied for any leave except challenging his order. On receipt of the show cause notice the disputant submitted his reply vide his letter dt.20.5.2008 (Ext.6). It is apparent from his reply Ext.6 that the disputant took a plea that he would submit his written explanation to the show cause notice after receipt of copy of modified standing order certified from Regional Labour Commissioner(Central), Bhubaneswar for which he had approached the said authority under the RTI Act. On receipt of such reply he was informed that his explanation was not satisfactory and he was informed about the initiation of

departmental proceeding vide Ext.7/ Ext.D. It is pertinent to mention here that the disputant was informed about the place, date and time of commencement of the departmental enquiry. He was also extended opportunity to defend himself in the said enquiry by taking assistance or representation of a co-employee and he was given liberty to examine witnesses on his behalf and to cross examine the witnesses examine on behalf of the department.

Further, it appears from the oral evidence of the disputant and documents filed on his behalf more particularly, Exts.8, 9 and 10 that he did not appear before the enquiry officer on the date fixed inspite of he being informed about non-acceptance of his explanation-cum- prayer for postponing the departmental enquiry till his representation to CMD for recalling the transfer order was disposed of and he received the copy of the certified standing order for the project at Bhubaneswar. It is in the evidence of the Management that he was informed about the appointment of one Sri Arun Jyoti Barua, Manager(E.R) as Enquiry Officer. Admittedly, the disputant was again informed about the next date, time and place of enquiry by the Enquiring Officer vide Ext.E when he did not attend the enquiry on the 1st scheduled date. The enquiry was deferred to 20.8.2008 and thereafter 12th September,2008 as the disputant failed to attend the enquiry on 20.8.2008. The enquiry was again deferred to 20.10.2008 as the disputant failed to appear on 12th September,2008. The disputant appears to have received the letters in regard to adjournments of the departmental proceeding. Ultimately, the enquiry was held on 20.10.2008 in absence of the disputant when he failed to make his appearance inspite of three adjournments. The reply submitted by the disputant do not disclose that as to how the copy of the modified standing order was relevant for the purpose of submitting his show cause and participating in the departmental enquiry for his unauthorised absence from duty. As per the reply he wanted the postponement of the departmental enquiry for an indefinite period as he had made a representation to the CMD on his transfer order and he has applied for a copy of certified standing order to the Regional Labour Commissioner, Bhubaneswar. There is nothing in his reply to suggest that he had ever asked the Disciplinary Authority to provide the copy of the certified standing order applicable to him or any other documents. In that view of the matter it can not be said that he was not provided with important documents required for the purpose of his defence by the Disciplinary Authority. In none of the documents filed by him he had ever asked for any documents from the Disciplinary Authority except a request to defer the departmental proceeding for an indefinite period i.e till his representation made to CMD on his transfer was disposed off or he received a copy of the certified standing order of the Project Office at Bhubaneswar.

Argument has been advanced that no on behalf of the disputant no separate certified standing order certified by Regional Labour Commissioner, Bhubaneswar was formulated for the Project office at Bhubaneswar and the certified standing order for the projects of North- east States is not applicable to the staff of Bhubaneswar project. Hence, he was deprived of a vital information about the certified standing order applicable to the employees working at Bhubaneswar and as such it was a violation of principle of natural justice. On the other hand it is the stand of the Management that certified standing order issued for the projects at North- East States is also applicable to the staff of Bhubaneswar project and the disputant had neither asked the Disciplinary Authority to provide a copy of such certified standing order nor it had raised any issue before the enquiry officer for non-applicability of such certified standing order to the employees of Bhubaneswar project office. The replies of the disputant was a lay man's excuse to remain absent deliberately in the departmental proceeding. On close reading of the replies reveals that the disputant had never raised a question before his authority that the certified standing order for the projects at North-East States is not applicable for the project at Bhubaneswar nor he had made a prayer either to Disciplinary Authority or the Enquiry Officer to provide a copy of the certified standing order applicable to the project office at Bhubaneswar. Admittedly, the projects at Bhubaneswar and Projects at North-East States belonging to the 1st Party Management and the standing order for other Projects is also applicable to the projects at Bhubaneswar. Hence, his stand that he did not attend the enquiry for non receipt of the certified standing order of Bhubaneswar project is not a justified ground.

13. In the above back drops it can be safely held that he did not attend the departmental proceeding deliberately without any sufficient cause inspite of being informed about the date, time and place of enquiry and issuance of charge sheet as a result of which the Enquiry Officer was compelled to hold the enquiry in his absence. Thus it can be safely concluded that he was informed clearly of the charges levelled against him by the show cause notice-cum-charge sheet Ext.C. He was given a fair opportunity to cross examine the witnesses examined on behalf of the department and he was given fair opportunity to adduce evidence on his behalf but he failed to avail of the opportunity by remaining absent deliberately for which the enquiry was held in his absence. As he did not join in his duty for a long period i.e. for more than six months without any reason or authority, the Enquiring Officer had rightly held him guilty of misconduct for his unauthorised absence. He was also issued with second show cause notice before imposition of punishment. In that view of the matters the departmental proceeding seems to have been conducted fairly and with conformity to the principles of natural justice.

Further, it can not be over sighted that the disputant did not report to his duty after his transfer till he was discharged from service. He did not either apply for any leave or sought permission to remain absent from duty except making a representation challenging his transfer. There is no provision or circular or rule of law which permits a workman to remain absent from his duty till his representation was disposed of by his authority. Hence, the enquiring officer had rightly found the disputant guilty of misconduct for his unauthorised absence which was nearly six months on

the date of issuance of show cause notice and such findings can not be said perverse or contradictory to the evidence /materials led before him. The plea taken by the disputant workman shows that he had adopted a belligerent attitude and did not participate in the enquiry on any reasonable plea or ground. He could have joined his new place of posting after receipt of the transfer order and challenged or made a representation to his authority on such transfer. Similarly, he could have high lighted his grievances or illegality on the part of management before the Enquiry Officer after being issued with the show cause notice-cum-charge sheet. There is nothing on record or no substantive material has been produced by the disputant workman to show that he was transferred with malafide intention and the departmental proceeding as well as his discharge from service in the departmental proceeding was with malafide intention. Law is well settled that the burden of proving malafide lies very heavily on the person who alleges it. A mere allegation is not enough and the party making such allegation is under the legal obligation to place specific material to substantiate the said allegation. When the workman did not join his duty in place of his transfer after being transferred and relieved from the place of earlier posting and instead makes a representation challenging his transfer without taking any permission or leave for his absence from duty in the new place of posting, the employer can not be said to have acted with malafide by initiating a departmental proceeding against the workman for his such non-reporting to duty. Thus the misconduct on the part of the disputant workman was proved in the departmental enquiry.

14. The next question involves for consideration is whether the 1st party management was justified in discharging the disputant workman for the misconduct of unauthorised absence and whether such punishment is shockingly disproportionate to the proved misconduct and this Tribunal has any legal obligation to interfere in the question of punishment given by the Management. In this regard law is well settled that:-

“Disciplinary authority and on appeal, Appellate Authority are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the Appellate Authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary /Appellate Authority to reconsider the penalty imposed or to shorten the litigation, it may itself, in exception and rare cases, impose appropriate punishment with cogent reasons in support thereof” (B.C. Chaturvedi –Vers- Union of India A.I.R.1996 S.C. 484).

In the case between Uttar Pradesh State Road Transport Corporation –Versus – A.K. Parul (1998) 9 SCC 416 the Hon’ble Apex Court has taken a view that while exercising judicial review the Courts shall not normally interfere with the punishments imposed by the authorities as this will be more so when the Court finds the charges were proved. The Hon’ble Court have observed that the jurisdiction of the Tribunal to interfere with the disciplinary matters or punishment cannot be equated with an appellate jurisdiction. The Tribunal cannot interfere with the findings of the Inquiry Officer or Competent Authority where they are not arbitrary or utterly perverse. It is appropriate to remember that the power to impose penalty on a delinquent officer is conferred on the competent officer either by an Act of Legislature or rules made under the proviso to Article 309 of the Constitution. If there had been an enquiry consistent with the rules and in accordance with the principles of natural justice what punishment would met the ends of justice is a matter exclusively within the jurisdiction of the competent authority. If the penalty can lawfully be imposed on the proved misconduct the Tribunal has no power to substitute its own discretion for that of the Authority unless it is malafide. In view of the above settled principles this Tribunal has little scope to interfere in the power and decision of the Management.

Further, the certified standing order of the Management Company as well as the model standing order provides the punishment of discharge/dismissal for a misconduct of unauthorised absence for more than two weeks consecutively and having regard to the facts that the disputant did not join his duty and remained absent unauthorisedly for more than six months and he did not join even after receipt of the enquiry report and show cause notice, the punishment of his discharge cannot be said shockingly disproportionate to the gravity of the proved misconduct. Considering the above facts and circumstance of the case there can be no opinion that the penalty of discharge from service imposed upon the disputant was whimsical.

15. In the facts and circumstances emerging from the pleadings and evidence of the parties as narrated above it can be safely held that the action of the Management of Oil India Limited, Duliajan (Assam) discharging the disputant workman from service with effect from 10.4.2009 can not be said illegal or unjustified keeping in view the misconduct proved against the disputant in the departmental proceeding and the provisions incorporated in the certified standing order of the Company as well as the provisions of the Model Standing Order and as such the disputant is not entitled to any relief.

The reference is answered accordingly.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सेल-आरएमडी-बोलानी ओर्स माइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 37/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.06.2019 को प्राप्त हुआ था।

[सं. एल-29011/3/2011-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Sail-RMD-Bolani Ores Mines and their workman, which was received by the Central Government on 19.06.2019.

[No. L-29011/3/2011-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBANESWAR

Industrial Dispute Case No.37 of 2012

Date of passing of Award 11.02.2019

Present : Shri B. C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal, Bhubaneswar.

Between:

The General Manager, SAIL-RMD- Bolani Ores Mines,
Bolani, District-Keonjhar

...First Party- Management

-Versus-

Keonjhar Mining Workers Union, represented by their General Secretary,
At/P.O. Bolani, District-Keonjhar.

...2nd Party Workman

Appearances:

For the First Party Management : Sri A. K. Biswas

For the 2nd Party workman : Indramani Behera

AWARD

The Government of India, Ministry of Labour and Employment have referred the Industrial Dispute vide its Order No.L-29011/3/2011-I.R.(M) dated.29.2.2012 for its adjudication in exercising its authority under clause(d) of sub section(1)and sub section(2-A) of Section 10 of the Industrial Disputes Act,1947(hereinafter referred to as"" the Act.") and the Schedule of the reference is :- " Whether the action of the Management of Bolani Ores Mines,SAIL-RMD-Bolani Ores Mines, in increasing the electricity rent @ Rs.100/- i.e. from Rs.100/- to Rs.200/-,Rs.85/- to Rs.185 and Rs.65/- to Rs.165/- for F.F.S./W/G/NG and CESS/BB type of Quarters respectively, is justified? If not , what should be the rate of interest?"

2. The case of the 2nd Party Union is that the workmen of the Ist. Party Management were enjoying free electricity initially while occupying the Quarters allotted to them. Subsequently electricity rent was fixed for each Quarters on the basis of its type. Such rent for electricity were revised from time to time after taking the union of the Employees in to confidence. The said rent was revised on 1.6.2005 after consulting the 2nd. Party Union. and rent was at Rs.100/-,Rs.85/- and Rs.65/- taking the types of the Quarters into consideration. Such rent was again enhanced and revised with effect from 1.4.2008 without taking the employees or the Union of the Employees into confidence. It is the stand of the 2nd Party Union that providing Quarters and electric energy on a subsidiary rate to its employees is a service condition and any modification or enhancement of such rent without a settlement with the employees or any

change or enhancement of such rent without notice as contemplated U/s.9(a) of the Act is a violation of Service Condition and the same is an unfair labour practice. Therefore, the action of the Management increasing the electricity charges/rent with effect from 1.4.2008 is not legal and justified. The excess rent paid by the workmen/employees after 1.4.2008 onwards are to be refunded to the concerned employees. Such decision of the Ist. Party Management increasing rent of electricity was challenged before the Labour Machinery/ by the 2nd Party Union as a result of which a conciliation proceeding was initiated. As the conciliation proceeding was failed, the dispute has been referred to for its adjudication as mentioned in supra.

3. The Ist Party Management has resisted the claim statement taking a stand that the Management is not duty bound to provide Quarters and Electricity to its employees.. There was no agreement between the Management and its employees for providing electricity in subsidiary rate. There is also no term and condition in the appointment letter of any employee in this regard. No settlement is ever reached out between the parties by which the Management is prohibited from enhancing the electric rent. According to the Ist. Party Management rent on electricity is being enhanced from time to time keeping in view the revision of cost of electric energy charges by the State Electricity Department. As the electricity tariff was increased by Electricity Board,, the Management was compelled to enhance the rent with effect from 1.5.2008. Therefore, no illegality was committed or any service condition was violated by enhancing such electricity rent provided to the Quarters. Hence, prayer has been made for rejection of the claim statement.

4. On the aforesaid pleadings of the parties the following issues have been settled for just and proper adjudication of the dispute.

ISSUES

(1) ``Whether the reference is maintainable ?

(2) (Whether the action of the Management of Bolani Ores Mines,SAIL-RMD,Bolani Ores Mines, in increasing the electricity rent @ Rs.100/- i.e. from Rs.100/- to Rs.200/- Rs.85/- to Rs.185/- nd Rs.65/- for F.F.S./W/G/NG and CESS/BB type of Quarters respectively, is justified? If not, what should be the rate of increase ?

(3) If not, what should be the rate of increase?

5. Both the parties have examined one witness each and filed documents like- copies of letters of the Union given to the Managements, copies of letters of the LEO(C) Barbil, Copies of letters of the Management, copy of electricity bill of NESCO, Copy of minutes of discussions/agreement and copy of notice which are marked as Exts.1 to 6 respectively and copy of notes of discussion of the meeting dt.3.6.200, copy of discussion dt.5.4.2006, coy of notes of discussion of meeting dt.5.4.2006,Letter of AGM,SAIL dt.28.7.2008, Copy of letter of the Executive Director, Copy of letter of PDCA, Copy of Inter office correspondence of SAIL,RMD, and copy of purchase price of Electricity of Balani Ores Mines which are marked as Ext.A to Ext. H in order to substantiate their respective claims.

6. For the sake of convenience all the issues are taken up together for consideration simultaneously since they are inter linked to each other.

7. In view of the pleadings and evidence advanced by the parties there is no serious dispute to the fact that the electricity rent/charges @ Rs.100/-,Rs.85/- and Rs.65/- fixed for different types of Quarters were increased to Rs.200/-,Rs.185/- and Rs.165/- respectively with effect from 1.5.2008. It is also emerging that the electricity rent fixed earlier was enhanced and revised on 1.5.2000 and at that time the revision was made with the consent of the Union/workmen. It is also admitted by MW No.1 that prior to 1.5.2000 electricity rent was also enhanced taking the employees/Union into confidence. There is no pleading and evidence on behalf of the Management that the employees or the Union was consulted before enhancing electricity rent/charges with effect from 1.5.2008.

8. In the above back drops it is to be seen whether the Management has committed any illegality by enhancing such rent for different types of Quarters without taking the Union to confidence or such enhancement of electricity rent without a prior notice as contemplated U/s.9-A of the Act is a unfair practice on the part of the Management. Though, the 2nd party Union has pleaded specifically that the Management is duty bound to provide Quarters and electricity to its employees on subsidiary rate and providing such quarters and electricity in a subsidiary rate is a service condition, no document/ agreement/settlement between the parties is filed to establish such claim. It has been argued on behalf of the Management that payment of electricity charges is not a condition of service and accordingly, enhancement of electricity rent for occupants of the Quarters does not attract rigorous of Section 9-A of the I.D Act. Allotment of Quarters to n employee does not come within the preview of conditions of service of Workman. The allot tee workman is a licensee visa-vis such allotment and governed under the House Allotment Rules of the Company. A Quarter is being allotted to an employee subject to its availability and turn of the employee/workman for such allotment, as such, it can never be said to be a condition of service of a workman.. When the electricity charges are

revised basing upon the enhancement of charges by the supplier, the same can not be treated or presumed as an adverse change in condition of employment .

9. Admittedly, the 2nd Party Union has not filed any letter by which offer of appointment is given to a workman to establish that making a provision of Quarters to an employee is a service condition. It can not be over looked that the employees, who are not provided with Quarters, are entitled to house rent allowance. As such allotment of Quarters can not be said to be a service condition in as much as it is not provided to all the employees of the Management. Allotment of Quarters is governed by a set of rule of the Management. It primarily depends upon availability as well as entitlement of the workman as per the established procedure under the Rules for such allotment. Thus, charges on the heads of allotment and loose of the Quarters like rent, electricity, water or conservancy charges etc. can not be said to be a service condition . It is optional for the workman to occupy a Quarters, if allotted by the Management. Similarly enhancement of rent of Quarters or enhancement of electric charges can not be covered by wages keeping in view as defined U/s.2 RR of the Act.

“Condition of service has not been defined under the I.D. Act. But, 4th Schedule of the Act provides the instances of condition of service, change of which requires a prior notice under section 9-A of the Act as discussed earlier allotment of Quarters is always subject to availability and entitlement of a workman. The charges for such occupation of Quarters including the electricity charges are governed under certain rules and regulations . Thus, house rent , electricity or water charges can not form a part of wages. On the other hand it is clear from the pleading and evidence of the parties that the workmen were required to pay electricity charges at higher rate when ever the Management makes an order to that effect the 2nd Party Union although claims that the electricity to the Quarters is being supplied at a concessional rate, no document or material in support of the same has been filed. Thus, by no stretch of imagination the electricity rent can ever be said to be a customary concession or privilege or usages. Consequently, the Provision of Section 9-A of the Act is not attracted in t he present case. The stand of the Management finds support from the principles set out by the Hon’ble High Court of Odisha in the case between Management of Steel Authority of India Ltd. –Versus- Presiding Officer, Industrial Tribunal, Bhubaneswar and others reported in 2018 LLR 985.

For the reasons mentioned above the claim statement filed on behalf of the 2nd Party Union has no merit for consideration and the same stands rejected.

The reference is answered accordingly.

Dictated & corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 26 जून, 2019

का.आ. 1194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारत पेट्रोलीयम कॉर्पोरेशन लिमिटेड (बीपीसीएल) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ सं. 10 एवं 11/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.06.2019 को प्राप्त हुआ था।

[सं. जेड-16025/4/2019—आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 26th June, 2019

S.O. 1194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10 & 11/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bhubaneswar now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Limited (BPCL) and their workmen, which was received by the Central Government on 19.06.2019.

[No. Z-16025/4/2019-IR (M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR**

Present: Shri B. C. Rath, Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 10/2015**Between:**

- (1) The Area Marketing Manager,
M/s. Bharat Petroleum Corporation Limited (BPCL),
Alok Bharati Complex, 2nd Floor,
At./Po. & Ps. Sahid Nagar, Bhubaneswar-751 007,
Dist. Khordha.
- (2) Mr. M. Satyanarayan Murthy,
OSTS Manager, BPCL.
- (3) Mr. Rakesh Das,
S/o. Late Pravakar Das, Contractor/
Provider Operator, Manakahani, Po. Kasaba,
Jaypur, P.S. Khantapada, Dist. Balasore – 756 043

... 1st Party-Managements

(AND)

Shri Srikanta Patra, S/o. Late Harihara Patra,
Resident of Vill. Chasakhand, Po. Padagaon,
P.S. Nilgiri, Dist. Balasore.

... 2nd Party-Disputant**INDUSTRIAL DISPUTE CASE NO. 11/2015****Between:**

- (1) The Area Marketing Manager,
M/s. Bharat Petroleum Corporation Limited (BPCL),
Alok Bharati Complex, 2nd Floor,
At./Po. & Ps. Sahid Nagar, Bhubaneswar-751 007,
Dist. Khordha.
- (2) Mr. M. Satyanarayan Murthy,
OSTS Manager, BPCL.
- (3) Mr. Rakesh Das,
S/o. Late Pravakar Das, Contractor/
Provider Operator, Manakahani, Po. Kasaba,
Jaypur, P.S. Khantapada, Dist. Balasore – 756 043.

... 1st Party-Managements

(AND)

Shri Ashok Kumar Mallick,
S/o. Sri Purusottam Mallick,
Resident of Vill. Chitapada
P.O./P.S. Khantapada, Dist. Balasore.

... 2nd Party-Disputant**Date of Passing Order – 22nd October, 2018****Appearances:**

Mr. P.K. Pradhan, Auth. Representative : For the 1st Party-Management No. 1 & 2.
Mr. Rakesh Das : For the 1st Party-Management No. 3
Shri S. Patra : For themselves the 2nd Party-Disputants
Shri A.K. Mallick

AWARD

Since, in both the above noted cases the dispute relates to retrenchment/refusal of employment to the 2nd party workman by the same Managements and the parties have advanced identical pleadings and evidence in the adjudication they are disposed of by this common award.

2. The disputant 2nd party-workmen have filed their separate statement of claim resorting to the provisions of section 2-A(2) of the Industrial Disputes Act, 1947 (herein-after referred to as “The Act”) contending that the 1st Party-Management No. 2 i.e. M/s. B.P.C.L. Limited is having a petrol pump outlet at Manakahani under Khantapada P.S. of the district of Balasore. The applicants and some others were engaged in the said out-let as drive-way Salesmen. The applicant workmen were appointed in the said capacity from December, 2002 after they had been trained along with other workers by the Management No. 2. They discharged their duties with all sincerity and honesty. There was no allegation against them in any point of time while they were employed in the out-let. It is claimed by them that they were working directly under the supervision and control of the Management No. 2. Their wages were also paid by the said Management. Other service benefits like E.P.F., E.S.I. and Bonus etc. were also provided to them by the Management No. 2. All of a sudden they were refused employment with effect from 2.1.2014. Further, it has been pleaded that though they were working continuously from December, 2002 to 1.1.2014 under the Management No. 2, they were not given notice pay and retrenchment compensation when employment was refused to them. Hence, they raised a dispute before the labour machinery. When conciliation was failed before the labour machinery a certificate was issued to them for raising the dispute directly before this Tribunal resorting to the provisions of Section 2-A(2) of the Act. Hence, the case.

3. Being noticed the Management No. 1 and 2 have jointly filed a common written statement refuting the claim of the disputant workmen. It is their stand that the applicant-workmen were never engaged or employed by them. There was no employer and employee relationship between them. According to them, the out-let is being given on lease by a tender process and as such it is being run by different contractors from time to time on agreements executed between those contractors and the Management of M/s. BPCL. The Management has no control over selection and hiring of persons by the contractors who run the out-let on the basis of agreements. Wages and other benefits to the employees engaged in the out-let are being paid by those contractors. The employees in the out-let worked under the control and supervision of the contractors. As such, there was no scope on their part to disengage or to refuse employment to the disputants. The Management No. 3 in his separate written statement has taken a stand that the applicants were not engaged by him in the out-let. The applicant workmen were working in the out-let being engaged by the previous contractors before he took-over the management of the outlet. As per the agreement between him and the Management No. 1 he has no obligation to engage the persons engaged previously under the out-going contractor. As there was no relationship of employer and employee between him and the applicant workmen, the disputes are not maintainable against him. Thus, both the Managements have taken a common stand that the applications are not maintained against them as the applicants were never given appointment by them or there was any relationship of employer and employee between them and the applicants.

4. On the aforesaid pleadings of the parties the following common issues have been settled for proper adjudication of the dispute raised in both the cases.

ISSUES

1. Whether the applications filed under section 2-A(2) by the applicants are maintainable?
2. Whether the alleged refusal of employment with effect from 2.1.2014 as stated by the 2nd party in their applications are legal and justified?
3. If not, what relief the applicants are entitled to?

The parties have led oral as well as documentary evidence in support of their respective pleadings and claim. Besides, examining themselves the applicants have filed and exhibited certain documents like copy of the Bank pass book with account number of the disputants, copy of the wage slip, copy of the provident fund slips of Anjali Das, Pranabendra Dutta and Col. Pravakar Das, copy of the Health insurance cards issued to the disputants, copy of identity card, copy of last wages slip of the year 2013 and copy of the letter issued to the Management No. 2 by the LEO (Central), Paradip, which are marked as Ext.-1 to Ext.-7. To refute the claim the Managements have also examined common witnesses in both the cases and relied upon documents like copy of P.F. ECR for 1/2014 and 2/2014, copy of the wage register of 1/2014 and 2/2014, copy of operatorship agreement with M/s. Anjali Das dated 19.11.2006 to 18.11.2007, copy of the register of wages of Nov. 2006 to March, 2007, copy of Operatorship agreement with M/s. Pranabendra Dutta, copy of pay slips of Srikanta Patra, copy of Coco Service provider agreement with M/s. Pranabendra Dutta, copy of appointment letter of Srikant Patra issued by service provider, copy of P.F. form 6A annual 2009-2010, copy of service provider agreement with M/s. Pranabendra Dutta, copy of P.F. form 6A Annual 2010-2011, copy of Service Provider Agreement of Lt. Col. Pravakar Das, copy of E.P.F. wage register, copy of service provider agreement with Lt. Col. Prabhakar Das, copy of the P.F. ECR for the months of 6/2012, 7/2012, 9/2012 etc. copy of service provider agreement with Col.

S.K. Mohapatra, copy of ECR for the period dated 8/2013 and 10/2013, copy of ECR for 12/2013 and copy of the wage slip which are marked as Ext.-A to Ext.-U.

FINDINGS

6. For the sake of convenience all the issues are taken for consideration simultaneously and answered as follows:
7. It is seen from the pleadings advanced by the applicant workmen and their statement given on sworn affidavit towards their examination-in-chief that the workmen did not disclose in their statement of claim as well as in their sworn affidavits that the outlet is being run by the contractors from time to time under a tender process adopted by the Management No. 1. But, it is admitted by both the workmen that the outlet is being managed by different contractors from time to time as it was given on contract basis. They have admitted that their wages were borne and paid by the contractors through Bank Account. The wage bills filed by them are related to the period of different contractors like Pranabendra Dutta and others. The EPF slips which are filed by the workmen and marked as Exhibits reveals that P.F. contribution was paid by different persons namely Pravakar Das, Pranabendra Dutta and S.K. Mohapatra and they are shown as employers. Though a number of documents have been filed none of them goes to show that the disputants were ever engaged/employed by the Management No. 1 or Management No. 3. However, it is emerging only that the petrol pump out-let belong to the Management No. 1, it was run through different contractors from time to time on the basis of contract by inviting tender and the disputants were working as Salesmen in the outlet along with others from December, 2002 onwards and they were paid wages by the different contractors. No pleading or evidence has been advanced by the workmen that the agreements drawn between the Management No. 1 and the contractors are sham and camouflage to avoid the liabilities of an employer and they were working directly under the supervision and control of the Management No. 1. It is not also pleaded specifically that the Management No. 1 was paying their wages or they were given appointment by him. There being no relationship of employer and employee the Management No. 1 does not seem to have any control over the employment or disengagement of the disputants. Similarly, the Management No. 3 cannot be held to be the employer of the disputants. His role as a contractor came on 2.1.2014 when he took-over the outlet as a contractor in a tender process. There is no clause in the agreements between the Management No. 1 and its contractors to compel the incoming contractor to continue the service of the employees of the erstwhile/out-going contractor. That being the position the applicants cannot be said to be the employees of either the Management No. 1 or Management No. 3. The contractor under whom the applicants were working prior to the Management being run by the new contractor is only answerable to the retrenchment or disengagement if any, in violation to the provisions of Section 25-F of the Act. The Management No. 1 being presumed to be a principal employer is at best liable for non-payment of wages to the applicant under the provisions of the Contract Labour Act. There is no claim by the workmen in this regard except refusal of employment to them in the outlet.
8. Further, it is emerging from the evidence of the Management No. 3 that he gave employment to the staff of previous contractor as per his requirement. He is not duty bound to retain the persons engaged by the previous contractor. Law is well settled that in order to establish a retrenchment or refusal of employment as illegal due to violation of provisions of Section 25-F, burden lies on the employee/workman to establish his relationship with the employer. Similarly, the applicant workmen are duty bound to prove that they were working continuously 240 days in a calendar year preceding to their illegal termination and they were not paid any notice pay or retrenchment compensation while being retrenched/disengaged in order to declare their retrenchment or disengagement as illegal. But, in the case at hand there is no evidence to suggest that there was employer and employee relationship between the disputants and the 1st Party-Management in any point of time. Hence, doubt can be entertained regarding the maintainability of the dispute against the 1st Party-Managements including the Management No. 1 in absence of any evidence that the applicants are the employees of the Management No. 1 and the agreement between the Management No. 1 and Management No. 3 is sham and camouflage to avoid the liabilities claimed by the disputants. Hence, the applicants have no relief against either the Management No. 1 or Management No. 3.
9. However, it is crystal clear from the pleadings and evidence of the parties that the same set of persons including the present applicants were engaged in the outlet as Salesmen for a period of more than ten years before the Management No. 3 took-over the outlet with effect from 2.1.2014. It is also emerging that the Management No. 3 retained the engagement of same set of persons except the present applicants. It is not also in dispute that the disputants are senior to some of the persons retained by the Contractor Management No. 3. They were unemployed suddenly as the new contractor did not prefer their service. For the discussions and reasons made in supra the Tribunal has no authority to declare the alleged retrenchment or refusal of employment as illegal and unjustified. However, keeping in view the long period of service given by the applicants in the out-let the Managements have a moral obligation to consider the claim/grievances of the applicants sympathetically and they are at liberty to take appropriate action in the matter provided the disputants approach them. Accordingly, the cases are dismissed on account of the statement of claims of the disputants being found devoid of any merit.

B. C. RATH, Presiding Officer

नई दिल्ली, 1 जुलाई, 2019

का.आ. 1195.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्वोत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ सं. 65/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 1.07.2019 को प्राप्त हुआ था।

[सं. एल-41012/17/2016-आईआर (बी-I)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 1st July, 2019

S.O. 1195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Kanpur as shown in the Annexure, in the industrial dispute between the management of East North Railway, and their workmen, received by the Central Government on 1.07.2019.

[No. L-41012/17/2016-IR (B-I)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE SRI RAKESH KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOR COURT, KANPUR

Industrial Dispute No. 65 of 2017

Between:

Shri D. P. Awasthi,
Zonal Organizing Secretary,
Rail Sewak Sangh,
49, Tilak Nagar,
Lucknow-226004.

And

Board Power Campaign,
Central Railway Provisional Officer,
Divisional Personal Officer,
East North Railway,
Ashok Marg,
Lucknow.

AWARD

1. Central Government, Mol & Employment, New Delhi vide notification no.L-41012/17/2016-IR (B-I), dated 10.08.2017, has referred the following dispute for adjudication to this tribunal-

“KYA PURVOTTAR RAIL PRASHASHAN, LUCKNOW DWARA SRI DINESH KUMAR TRIPATHI, HELPER KHALASI, SE SKILLED TECHNICIAN-3 ME PADONNATI KI PARIKSHA MEIN SAFAL HONE PAR USE PADONNATI NA DIYA JANA NYAYOCHIT AVAM VAID HAI? YADI NAHI TO KAMGAR KIS RAHAT KO PANE KA HAQDAR HAI?”

2. After receipt of reference order from the Ministry, registered notices dated 11.09.2017 and 15.04.2019 were issued from the tribunal directing Shri D.P. Awasthi, Zonal Organizing Secretary, Rail Sewak Sangh, 49, Tilak Nagar, Lucknow. to file claim petition supported with relevant documentary evidence by fixing dates for hearing of the case i.e., 20.10.17, 19.01.18, 03.04.18, 01.05.18, 25.07.18, 28.09.18, 20.11.18, 18.01.19, 08.02.19, 25.03.19, 08.04.19 and from the order sheet of the case it is also evident that lastly case was taken up for hearing on 06.05.19, but strange enough to note that on none of the dates fixed in the case neither any representative of the Association / Union, raising the present dispute on behalf of workman Sri Dinesh Kumar Tripathi, appeared in the case nor any claim petition was filed in the case. Moreover, non has approached the Tribunal on behalf of the opposite party as well; although notice was sent to it earlier.

3. By a bare perusal of the records, it is evident that the Association raising the present dispute on behalf of the workman, despite availing of sufficient and reasonable opportunities has palpably failed in discharging its obligation in filing the claim petition in support of its case, therefore, it is abundantly clear that neither the Association nor the workman is interested in prosecuting the present case.

4. Therefore, under the facts and circumstances, the case is adjudicated against the Union / Association holding that the Association/workman is not entitled for any relief for want of pleadings and proof.

5. Award in the present case is as above.

Date :17.06.2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1196.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 128/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.07.2019 को प्राप्त हुआ था।

[सं. एल-12012/97/2005-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 128/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra, and their workmen, received by the Central Government on 02.07.2019.

[No. L-12012/97/2005-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/128/2005

Shri Rajeev Singh,
S/o Shri Umrao Singh,
R/o 246, Jiwaji Nagar,
PO R.K.Puri, Thatipur,
Gwalior (MP)

...Workman

Vs

Assistant General Manager,
Bank of Maharashtra,
Regional Office, 1/14,
Administrative Zone.,
Bhopal (MP)

...Management

AWARD

Passed on this 11th day of June 2019

1. As per letter dated 16-11-2005 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947, hereinafter referred to by word 'Act', as per Notification No.L-12012/97/2005-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Assistant General Manager, Bank of Maharashtra in terminating the services of Shri Rajveer Singh S/o Shri Umrao Singh w.e.f. 20.2.2003 is justified? If not, to what relief the workman is entitled for?”

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim. According to the workman, a member of SC community was registered with the employment exchange. The management called names of registered unemployed persons for appointment in the bank from the Employment Exchange. His name was sent by the Employment Exchange to the management alongwith names of other candidates after undergoing selection process, he was placed 2nd in the merit list of selected candidates. Total 3 candidates were selected for appointment out of 20 candidates who undergone the selection process. After the selection process was over, the management OP No.1 sent the list of selected candidates for approval to OP No.2. OP No.2 recommended Naresh Singh who was lower in the merit of selected candidates for regular appointment and the applicant workman for appointment as additional staff which was against rules and procedure was arbitrary. Hence inspite of being selected as higher on merit, applicant workman was placed in appointment against additional staff vacancy whereas candidate junior to him in merit was offered appointment against regular vacancy. The workman joined his job on May 2001 and had been in continuous employment of the Bank till 20.2.03 and he was terminated by an oral order of OP No.2 without notice or compensation or enquiry which is violation of Section 25-B & 25-F of the Act. It has also been alleged that candidate junior to him in selected merit has been regularized and kept in service which is violation of Section 25-G & H of the Act. Management has further violated Rule 73,77 & 78 of Industrial Dispute(Central) Rules 1957. Thus the termination is against law. Workman has sought relief of setting aside of his termination and his reinstatement from the date of his termination with all service benefits.

3. In the Written Statement of defense, management has not disputed the fact but has added the caveat that the vacancy was not reserved for SC community. How many candidates were called for interview and how many were selected is not an issue to be looked into by this Tribunal. The advertisement was not for appointment on regular post. The applicant workman was employed as a daily wager with the Bank not against any sanctioned post. Hence not entitled to benefit of Section 25 of the Act as he has not been in continuous service of the Bank for a period of 240 days or more in the year preceding the date of his termination. His allegation that junior to him has been regularized or continue in service is also incorrect. Accordingly, it has been prayed that the reference be answered against the workman.

4. At the stage of evidence, workman filed his affidavit in his examination in chief. He was not cross examined by the management because none was present on behalf of management to cross examine him hence opportunity of cross examination was closed by my learned predecessor.

5. Workman also filed photocopy of documents and an application on 10-12-2009 to direct the management to produce the original of the documents before the Tribunal. Management did not produce any such document inspite of order by this Tribunal.

6. It also comes out from perusal of record that the management absented itself during the proceedings hence the case proceeded exparte against management which was set aside on the application of management on 11-8-2015. Again management absented and the case again proceeded exparte against the management.

7. From the perusal of record, it comes out that the affidavit filed by workman is uncontroverted. Also that original documents were not produced by management inspite of order. Hence there is nothing on record to disbelieve the statement of workman wherein he has stated the allegation as mentioned above made by him in his statement of claim.

8. Heard argument advanced by learned counsel for workman. None present for management.

In case **Director Fisheries Terminal Department vs BhikubhaiMeghajibhaiChavda 2010(1)SCC47**, referred to by learned counsel for workman it has been observed that adverse inference may be drawn on the point that workman has worked for more than 240 days continuously in the year preceding the date of his termination when the documents regarding employment of the workman and payment have not been filed inspite of order of the Tribunal.

In another case **Harjinder Singh Vs Punjab State Ware Housing Corporation, (2010)3 SCC 192**, referred to by learned counsel for workman, it has been held that for applicability of Section 25-G of the Act, workman is not required to prove that he had worked continuously for a period of 240 days in the year preceding the date of his termination. He has only to prove that the employer violated the rule of last come first go without any reason.

Section 25 G & 25 H of the Act are being reproduced as under:-

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.

9. The uncontroverted affidavit of the workman leads the Tribunal to draw the inference that he has successfully proved the fact that he has been in continuous service of the management for a period of 240 days in the year preceding the date of his termination and violation of Section 25G of the Act. Accordingly, his termination is against law and is held unjustified and illegal.

10. In the light of facts and circumstances of the case in hand, the workman is entitled to the relief of reinstatement without backwages and benefits.

11. In the result, award ex parteis passed as under:-

- (1) The action of the management of Assistant General Manager, Bank of Maharashtra in terminating the services of Shri Rajveer Singh S/o Shri Umrao Singh w.e.f. 20.2.2003 is illegal and unjustified.
- (2) Workman is entitled to relief of reinstatement but without backwages.

Dated: 11.6.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1197.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ सं. 21/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.07.2019 को प्राप्त हुआ था।

[सं. एल-12012/176/2000-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the Industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 02.07.2019.

[No. L-12012/176/2000-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 25TH JUNE 2019

PRESENT : Justice Smt. Rathnakala, Presiding Officer

CR 21/2001

<u>I Party</u>	<u>II Party</u>
Sh. S. A. Ramesh Babu No. 60, 10 th Cross, 1 st Main Road, Bovipalya, Mahalakshimpuram Bangalore (Karnataka) - 560086.	The General Manager (P) Syndicate Bank, Head Office, P.B. No.1, Manipal (Karnataka) - 576119.

Appearance

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No.L-12012/176/2000/IR(B-II) dated 28.02.2001/ 02.03.2001 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of Syndicate Bank is justified in terminating Shri S.A. Ramesh Babu, Data Entry Operator? If not, what relief the workman is entitled to?”

1. On receipt of the reference order both parties were procured; they filed their respective statements and led evidence; after giving audience to both, my learned predecessor dismissed the reference. Aggrieved 1st Party workman challenged the Award before the Hon'ble High Court in W.P No. 33953/2004 (L-TER) the writ petition was allowed. The Award was set aside and the matter is remitted to consider the case in the light of the decision of the Apex Court.

2. On receipt of the orders of the Hon'ble High Court the 2nd Party voluntarily appeared before this Tribunal. Notice was issued by this Tribunal to the 1st Party in the address mentioned in the cause title of the claim statement, same has returned unserved with the endorsement “NO SUCH PERSON”. Subsequently Sh. AGS who is the Learned Counsel for the 1st Party on record filed memo of retirement along with the notice sent to the 1st Party and also the returned postal cover bearing the endorsement “NO SUCH PERSON”. 1st Party has not turned up before this Tribunal after remind of the case.

Sh. RU for the 2nd Party submitted his argument.

3. As per the claim statement 1st Party joined the services in the Bank on 15.12.1983 as a Clerk cum Typist, pursuant to a Departmental Enquiry a penalty was imposed on him, thereby reducing his basic pay for 2 stages for a period of 3 years. He was issued another charge sheet dated 28.01.1999 on certain allegations; he submitted his reply to the charge sheet. Enquiry was initiated by appointing Enquiry Officer. The Enquiry Officer submitted a perverse report finding the Disciplinary Authority after giving a personal hearing terminated him from service w.e.f 24.11.1999. The appeal preferred thereon did not survive.

The 2nd Party justified the action in their counter statement.

4. On the rival pleadings in respect of the domestic enquiry, this Tribunal framed an issue regarding the fairness of the domestic enquiry.

5. On 1st Party filing a memo conceded the fairness of the domestic enquiry, accordingly the issue is answered in the affirmative.

6. The allegation against the 1st Party workman was :

- a) He maintained an SB A/c No. 100096 at Gandhinagar Branch Bangalore wherein huge transactions are noticed.
- b) He issued 9 cheques favouring 3rd Parties for amounts aggregating Rs 5,57,762/- during the period 15.10.1997 to 17.10.1998 which were dishonoured for want of funds in his SB A/c. The above act constitutes gross misconduct vide Clause No. 19.5 of the Bipartite settlement; he is charged for misconduct of “engaging in the trade / business outside the scope of his duties” vide Clause No. 19.5 (A) of the Bipartite settlement.

The Charges were accompanied with the imputation of misconduct. The 1st Party submitted his reply to the charges.

7. During the enquiry, the Chief Office Vigilance Unit was examined as the sole witness; he corroborated the charge sheet allegations with documentary proof. It emerged during the cross examination that the SB A/c 100096 was opened by the CSE long ago as SSB A/c and later the number got changed due to TMB of the Branch. On the allegation of return of 28 cheques, he was punished by reduction of his basic pay by 2 stages for 3 years. There was no record to prove that the 1st Party engaged in trade and business. All the cheque leaves issued to the CSE were received from the Bank in the normal circumstances. One of the payees of the cheques had registered a case against him before the Magistrate Court. The complainant had lent money to the CSE though he was an authorized money lender.

During his oral statement the CSE stated that during the relevant period his parent's were not well and had to be hospitalised; to meet the heavy expenditure he was forced to take loans from known people and relatives; he is not engaged in trade or business.

8. The Enquiry Officer brushed aside the defence for the reason that he did not examine himself as a witness to make himself available for cross examination and no witnesses are examined from his side. By observing that there are about 75 cash remittances each more than five thousand and running into several thousands, still the CSE did not reveal the source of those credits and there were several credits less than five thousand exceeding more than Rs. 5,00,000/-, 144 cheques were issued and 23 were returned for insufficient balance in the account, the Enquiry Officer inferred that he has other source of income. Furthermore he had not extended his co-operation to the Investigating Office and had not given statement during investigation. It was noticed that on every alternative day he has used a cheque leaf. He had given a request letter to the Branch on 28.07.1998 stating that unauthorized operations were going on in his account without actually explaining what was that unauthorized operations. It was observed that there were huge deposit and huge withdrawals for the relevant period of 40 months that took the Enquiry Officer to infer that the CSE suppressed the genuineness and correctness of his transactions appearing in his SB A/c. Thus, the Enquiry Officer was driven to return his finding to the 1st charge as conclusively proved.

9. With regard to 2nd charge the defence was, the cheques numbers mentioned against Sl. No. 7, 8, and 9 of present charge sheet were the subject matter in the earlier enquiry. The Enquiry Officer considered this aspect of the matter and deleted those 3 cheques from the charge no. 2. By referring to a circular no 90/92/BC which contemplates Departmental action for issue of cheques by the staff without maintaining sufficient balance in their accounts and CSE though punished earlier for similar misconduct has repeated the misconduct, the Charge No. 2 was also held proved.

10. The CSE was charged for misconduct of engaging in trade/business outside the scope of his duties vide Clause No. 19.5(A) of the Bipartite Settlement. Unfortunately, except the huge transactions pertaining to his account nothing surfaced during the enquiry. Issuing cheques without maintaining sufficient balance (9 no), cheques at Sl. No. 7,8 and 9 being the subject matter of earlier enquiry are now removed out of the purview of the enquiry of the Enquiry Officer. The Hon'ble High Court has observed in respect of two transactions he had satisfied the cheque amount, in respect of remaining three he had given stop payment order.

11. On a careful reading of the enquiry report viz a viz the evidentiary material tabled before the Enquiry Officer, would reflect that the findings is recorded on the basis of conjecture and surmises. The Investigating Officer has failed to trace the origin and destination of the money transaction in his SB A/c. When the 1st Party was contending that the amount were paid towards the maintenance amount that fell due to his Wife and also towards medical treatment of his parent's by raising loans, the Investigating Officer did not take pains to have a thorough investigation. Though the CSE has not lead defence evidence, still it is required for the management to discharge their burden by placing the supporting evidence in support of their charges. Though in the Departmental enquiries '*proof beyond reasonable doubt*' is not the scale for appreciation of evidence, it requires evidence heavier than '*preponderance of probabilities*'. When it was alleged that many of the money transactions in his SB A/c was with his own colleagues no investigation was been done in this regard and no other employee was brought to book. The enquiry report not standing on a firm and tangible evidence is sceptical and fragile. The punishment order passed acting on such enquiry report is definitely not legal. Hence, same requires intervention of this Authorities under the jurisdiction

of Section 11 A of the Industrial Dispute Act.

12. The punishment of dismissal from service is too harsh and disproportionate viz a viz the heavy money transactions in his S.B A/c are beyond the limit of his salary income and issuance of cheques without maintaining sufficient amount in his S.B A/c in one or two instances. Wherefore, in my considered opinion it is a good case for interference under the jurisdiction of 11 A of the Industrial Dispute Act by tapering the punishment. After the remand of the case from the Hon'ble High Court he has disappeared leaving this Tribunal to wonder whether he is still interested to prosecute his case. Be that as it may be, he is aged 59 years. His reinstatement into service may not be of much help for him. In the circumstance, ends of justice will be met if the dismissal order is set aside by the award of reinstatement with the continuity of service and 25% of back wages.

AWARD

The reference is accepted.

The dismissal order passed against the 1st Party workman by the 2nd Party / Management of Syndicate Bank in terminating the 1st Party workman Sh. S A Ramesh Babu, Data Entry Operator from service is not justified, hence set aside.

The 2nd Party is directed to reinstate the 1st Party into service if he approaches them within 90 days of publication of the award in the gazette.

For the purpose of calculating his terminal benefits on superannuation he shall be treated as in continuous service from the date of his dismissal till the date of superannuation.

He is entitled for 25% of back wages.

(Dictated to o/s L D C, transcribed by her, corrected and signed by me on 25th June, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इनलैंड वाटरवेस आथॉरिटी आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ सं. 55/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.07.2019 को प्राप्त हुआ था।

[सं. एल-32011/5/2013-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Kolkata as shown in the Annexure, in the Industrial dispute between the management of Inland Waterways Authority of India and their workmen, received by the Central Government on 02.07.2019.

[No. L-32011/5/2013-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 55 of 2013

Parties: Employers in relation to the management of Inland Waterways Authority of India

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Smt. Rituparna Majumder, learned counsel

On behalf of the Workmen : None

Dated: 18th June, 2019

Industry: Inland Waterways

AWARD

By Order No.L-32011/5/2013-IR(B-II) dated 09.10.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Inland Waterways Authority of India is justified in denying the regularization of service of 59 contingent workmen is legal and/or justified? What relief the workmen are entitled to?”

2. When the case was taken up for hearing today, learned counsel for the management was present. None, however, was present for the union, though it had put in appearance earlier through the learned counsel. It transpires from record that though this reference is pending in this Tribunal since 16.12.2013 and inspite of all the opportunities, the statement of claim is not filed by the union. In absence of the statement of claim, the management does not want to file

written statement. Hence, this Tribunal is not in a position to proceed further with the case for deciding the issues referred by the Government.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of the issues as mentioned in the schedule of the order of reference. Therefore, there exists no dispute for adjudication.

4. Therefore, the reference is disposed of accordingly.

Dated, Kolkata,

The 18th June, 2019.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. बिसवा भारती कन्स्ट्रक्शन, कोलकत्ता पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ सं. 10/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 02.07.2019 को प्राप्त हुआ था।

[सं. एल-32012/1/2008-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1199.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Kolkata as shown in the Annexure, in the Industrial dispute between the management of M/s. Biswa-Bharati Construction, Kolkata Port Trust, and their workmen, received by the Central Government on 02.07.2019.

[No. L-32012/1/2008-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 10 of 2008

Parties: Employers in relation to the management of M/s. Biswa-Bharati Construction

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. Suvadip Bhattacharjee, learned counsel

On behalf of the Workmen : Mr. Tapan Kumar Jana, concerned work in person

Dated: 25th June, 2019

Industry: Port & Dock.

AWARD

By Order No.L-32012/1/2008-IR(B-II) dated 11.04.2008 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. Biswa-Bharati Construction, contractor of M/s. SGS India Pvt. Ltd. at Haldia Dock Complex (Kolkata Port Trust) in dismissing Shri Tapan Kumar Jana, casual Sampler from service is justified? If not, what relief the concerned workman is entitled to?”

2. After receipt of above reference, notices were issued to the parties whereupon the workman concerned, Shri Tapan Kumar Jana filed his statement of claim stating that at the relevant point of time he was serving as casual Sampler of M/s Biswa-Bharati Construction, contractor of M/s. SGS India Pvt. Ltd. at Haldia Dock Complex. It was alleged that at the time of receiving salary by him for the month of July, 2007, he misbehaved with staff and therefore a notice was issued against him on 14th August, 2007 which was received on 25th August, 2007. Simultaneously a suspension order dated 20th August, 2007 was also issued which was received by the workman concerned on 25th August, 2007. The workman concerned protested the action of M/s. Biswa-Bharati Construction by his letter dated 27th August, 2007 to the Branch Manager of M/s. SGS India Pvt. Ltd., Shri Chittaranjan Biswas. Having found no response of his letter the workman concerned approached the Regional Labour Commissioner whereupon a conciliation proceeding was initiated by the Assistant Labour Commissioner. In a joint discussion the management submitted that despite giving enough opportunity to explain in respect of allegations leveled against the workman concerned, he could not make any case in his defence and his behavior was incorrigible and as such he would not be taken back in employment. However, the management could not produce any document in support of their contention even after seeking time from the Assistant Labour Commissioner. It is further pleaded by the workman concerned that no chargesheet was issued to him, nor a domestic enquiry was held before effecting dismissal of the workman from service which goes to show that he had been retrenched from service which is void *ab initio* in view of non-compliance of Section 25F of the Industrial Disputes Act, 1947. During conciliation proceeding the management of M/s. Biswa-Bharati Construction had agreed only to induction of the workman concerned in the company for a job which was in no way inconsonance with the nature of duties the workman performed at the time of termination. He has also pleaded that during his suspension period no subsistence allowance was paid to him.

3. The management of M/s. Biswa-Bharati Construction filed its written statement denying the allegations of the workman concerned and pleaded *inter alia* that the management of the company never dismissed the workman concerned from service. It is also pleaded that the reference order is defective. The Central Government cannot be the appropriate Government for making the reference in question. Admittedly the concerned workman was an employee of a private company and not in industry carried on by or under the authority of the Central Government or in any controlled industry. Thus the reference is not maintainable. The workman concerned was a casual sampler and in view of such position, he has not acquired any status of employment like a permanent employee of the company. During conciliation proceeding the management of the company agreed to allow the workman to resume his duties in a suitable job other than casual sampler, but the workman did not agree to accept the proposal given by the company and demanded his reinstatement as a sampler only. The workman concerned was in habit of making false complaint before various statutory authorities. In July, 2006 he had lodged a complaint to the Assistant Labour Commissioner, Haldia alleging that pay slip was issued to him without signature and seal of the company for the month of January, 2006, but the management of the company satisfied the authorities. Thus the complaint of the workman concerned was found false. He had also made a complaint to the Deputy Labour Commissioner, Haldia regarding deduction of P.F. and E.S.I. contribution and Professional Tax illegally from the monthly salary of the workman. It was also alleged in one of the complaint that after recovery from illness he was not allowed to join his duties, but the fitness papers annexed with the complaint show that he was a psychiatric patient. The workman concerned was getting medical treatment as per ESI Act. The attending physician of the workman concerned had advised him to take psychiatric treatment and a proper fitness certificate was required to allow him to work in the company as a sampler because the job of sampling is a very sensitive job. After receipt of medical certificate he was allowed to resume his duties, but it was found that salary for the month of October and November, 2006 was not withdrawn by him. The show cause notice dated 14th August, 2006 was issued to him for his misbehavior with the office staff at the time of payment of salary for the month of July, 2007. Therefore, considering the gravity of misconduct by the workman concerned, the company placed him under suspension with effect from 20th August, 2007 till further order. Despite receipt of show cause notice the workman did not submit any explanation. The workman concerned straight way approached the office of the Deputy Labour Commissioner and submitted representation claiming himself as an employee of M/s. SGS India Pvt. Ltd. He also claimed in his representation that M/s. SGS India Pvt. Ltd. refused employment to the workman concerned and therefore, he prayed for his reinstatement. Deputy Labour Commissioner, Government of West Bengal initiated the conciliation meeting, but after considering the matter thought it fit not to proceed with the matter any further. But the workman concerned had suppressed this fact with oblique motive. When the workman concerned failed to get any relief from the Labour Department of the State of West Bengal, he approached the office of the Regional Labour Commissioner (Central) identifying himself as an employee of SGS India Pvt. Ltd. This Tribunal cannot enquire whether Section 25F of the Industrial Disputes Act, 1947 has been

complied with or not as Section 25F of the Industrial Disputes Act, 1947 (hereinafter called as the Act of 1947 for convenience) is applicable only in case of retrenchment and not in the case of dismissal. The workman concerned is not entitled for any relief.

4. Shri Tapan Kumar Jana the concerned workman himself adduced evidence as WW-01. On behalf of management, Shri Swapan Kumar Jana adduced evidence as MW-01. Apart from this, several documents have been filed by both the parties which shall be considered at the relevant point of time.

5. At the very outset of this Award, it would be just and proper to consider the issue of maintainability of this reference as raised by the management. This issue of maintainability of reference on the ground that the Central Government is not appropriate Government, was considered by this Tribunal vide its order dated 9th July, 2010 wherein it was found that claim of non-maintainability of the reference is meritless. Against this order of the Tribunal Writ Petition No. 23901 (W) of 2010 was filed by the management before the Hon'ble Calcutta High Court in which the Hon'ble Court stayed the proceedings before this Tribunal. Subsequently, the stay order was modified to the effect that the Tribunal can proceed with the matter, but shall not pass final order without leave of the Court. Thereafter, the Hon'ble Court considering the fact that the Tribunal has almost concluded the proceeding, finally disposed of the above Writ Petition with a direction to decide the issue raised before it on all the points. Thus, the issue of maintainability of this reference has been left open by the Hon'ble Court to this Tribunal. Therefore, the Tribunal is again required to adjudicate upon the issue of maintainability of the reference.

6. So far as the issue of appropriate Government is concerned, Section 2(a) of the Act of 1947 defines appropriate Government in relation to those disputes which fall within the purview of sub-clause (i) of Section 2(a), the Central Government is the appropriate Government while in relation to all other disputes sub-clause (ii) provides that the State Government would be the appropriate Government. Sub-clause (i) for the sake of convenience can be divided into three parts. First part deals with an industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company. The second part deals with an industrial dispute concerning any state controlled industry as may be specified in this behalf by the Central Government. Third part deals with industrial dispute concerning various other establishments which are specified in sub-clause (i) of Section 2(a) of the Act of 1947.

7. In the instant case the dispute between the workman and the management establishment is confined to the words used under Section 2(a)(i) of the Act of 1947, i.e., "in relation to an industrial dispute concerning major port". The expression major port is defined by the Indian Ports Act, 1908 to mean any port which the Central Government may by notification in the official gazette or may under any law for the time being in force have declared to be a major port. It is not disputed that Haldia Dock Complex (Kolkata Port Trust) has been declared by the Central Government as major port. It is also not disputed that the present dispute relates to an employee of a contractor engaged by the Haldia Dock Complex for supply of man power. Now the question arises as to what is the ambit of the expression "in relation to an industrial dispute concerning a major port". The ambit and scope of this expression have been considered in several decided cases. The expression "concerning a major port" emphasizes the existence of a nexus between the industrial dispute and the major port. In **Sylvester & Company v. Their workman**, 2008-I-LLJ 546 (Bombay) Hon'ble Bombay High Court has held if the nature of dispute is such as to appear a reasonable and rational relationship to a major port, the element of nexus would be found to be present. In **Sylvester & Company** (supra) the company was carrying on business of clearing and forwarding agent. The workman was engaged as a Dock Clerk. The management terminated the services of the workman on the ground of loss of confidence. The Court held that since the dispute raised was with regard to the retrenchment in the clearing and forwarding department and the godown department, the activities of which can be said to be a major port, it would come within the scope of Section 2(a) of the Act of 1947 and the Central Government, therefore, had authority to make the reference being the appropriate Government. In **Continental Construction Pvt. Ltd., Vishakhapatnam v. Government of India**, 1977 Lab I.C. 1199 the Division Bench of the Hon'ble Andhra Pradesh High Court took note of the width of the expression "concerning" which is defined in Webster's Dictionary as "relating to, regarding, respecting, about". The Hon'ble Court noted that the expression "concerning" is a word of wide amplitude and prima facie any industrial dispute affecting or connected with a major port would fall within the definition. The Division Bench opined –

"We are however of the opinion that the word "concerning" must be construed in a reasonable manner and referring to such industrial dispute which have got a proximate, intimate and real connection with the corporation or authorities; mentioned in the said definition and not a connection which far fetched, remote or hypothetical".

On the facts of above cited case of **Continental Construction** (supra) the Division Bench held that the industrial dispute between the company and its workmen was closely connected with the major port. The Appellant company was engaged in the construction of break-waters and jetties in connection with the outer harbor at the Vishakhapatnam Port and any dispute between the Appellant company and its workman was likely to affect the progress of the said work and would directly affect the port. It is not necessary that the industrial dispute must concern the business of a major port. So long as

there was an industrial dispute concerning a major port and not necessarily the business of such major port, the second part of the definition under Section 2(a)(i) of the Act of 1947 is satisfied.

8. Now, coming back to the facts of the present case, it is not disputed that the concerned workman, Shri Tapan Kumar Jana was working as a Sampler at Haldia Dock Complex. It is also not disputed by the management that the work of Sampler is sampling of iron ore, cocking coal etc. at the time of loading and unloading operation of cargos berthed in different berths/jetties of Haldia Dock Complex. Thus, although the workman was working in the establishment of M/s. SGS Private Ltd. through sub-contractor, M/s. Biswa Bharati Construction, but the fact remains that he was deployed in Haldia Dock Complex for the purposes of loading and unloading operation of cargos. Applying the above exposition of law laid down in various case laws cited above, the dispute between the workman, Shri Tapan Kumar Jana and the contractor, M/s. Biswa Bharati Construction would directly affect the work of port. Thus, there exists direct nexus between the industrial dispute and Haldia Dock Complex, covered by the expression “concerning a major port”. In view of above facts and circumstances of the case, it is established that the Central Government is the appropriate Government in relation to the present industrial dispute concerning the major port, i.e., Haldia Dock Complex and the objection raised by the management to the maintainability of the reference is not sustainable.

9. Now coming to the next point with regard to dismissal of the workman concerned, it has been alleged by the workman, Shri Tapan Kumar Jana that his serviced has been dismissed without holding any domestic enquiry. Hence it would amount to retrenchment as defined under Section 2(oo) of the Act of 1947. Section 2(oo) of the Act of 1947 defines retrenchment as follows: -

“2(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way disciplinary action, but does not include –

- (a) Voluntary retirement of the workman; or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employerAnd the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (d) Termination of the service of a workman on the ground of continued ill-health;”

10. It is true that striking off the name of a workman from the rolls by the employer amounts to termination of service and such termination is retrenchment within the meaning of Section 2(oo) of the Act of 1947, but where the services of the workman is terminated as a measure of punishment inflicted by way of disciplinary action, then it would not come within the definition of retrenchment. In the present case the management has denied that services of the workman concerned has been terminated or dismissed, but the management has not disclosed as to how the workman has been kept out of employment. Though the management has not admitted or disclosed the fact of termination of the workman concerned, but in reply of the allegations of the workman the management has averred in the written statement that during conciliation proceedings the management had given proposal to induct the workman in service but the workman insisted on his reinstatement only to the post of Sampler which was not agreeable to the management. Thus from the averments of written statement itself termination of service of the workman is established. In paragraph 14 of its written statement also it has beenstated that “Tribunal cannot enquire whether Section 25F of the Industrial Disputes Act, 1947 has been complied with or not, which is required only in case of ‘Retrenchment’ and not in case of ‘Dismissal’ as referred.” Thus the management by way of implication has admitted that the workman was dismissed from service. This fact is also substantiated by the report of the Assistant Labour Commissioner (Central), Kolkata dated 9/25.01.2008 in which the submission of the contractor, M/s. Biswa Bharati Construction during conciliation proceeding were recorded. The report says that according to the contractor the action taken by them was justified and the service of Shri Tana had been dismissed only because of continuous misbehavior and indiscipline in the establishment. Thus from the version of the contractor itself it is clear that the services of the workman concerned was dismissed on account of his misbehavior and indiscipline. Dismissal itself is imposed as a measure of punishment in a disciplinary action. Therefore, such dismissal or termination does not come within the definition of retrenchment.

11. It is admitted case of the management that before dismissal of the workman concerned no domestic enquiry was held. The management in its written statement has pleaded issue of show cause notice to the workman concerned on the ground that at the time of payment of salary for the month of July, 2007 on 13th August, 2007, he misbehaved with office staff and others. It is also mentioned in the written statement that in the past also he had shown such type of behavior. The exact words used in the written statement would highlight the facts.

“Considering the gravity of the misconduct the management of the company thought it prudent to place him under order of suspension with effect from 20th August, 2007 till further order and that was duly communicated to the workman concerned. It is the matter of record that the concerned workman even inspite of receipt of

show cause notice dated 14th August, 2007 did not care to submit any explanation thereon, which is absolutely undesirable and uncalled for.”

12. Thus from the above quoted lines it is clear that the management has dismissed the services of the workman concerned on account of misconduct. In such a case, it was obligatory on the part of the management to hold enquiry and give proper opportunity to the workman concerned to defend him. But the management did not issue any chargesheet, nor held any enquiry and put the workman concerned under suspension and thereafter dismissed him. Even subsistence allowance was not paid.

13. No enquiry amounts to a defective enquiry. In such a case, the management may be given opportunity to adduce evidence with respect to proper enquiry, but the management has not pleaded for such an opportunity to adduce evidence on the point of enquiry. The Hon'ble Apex Court in **Shankar Chakraborty v. Britannia Biscuits Company**, (1979) 3 SCC 371 has observed in following words:

“It is for the employer to ask for such opportunity to lead evidence to prove the charge of misconduct and once such prayer is made in any form, i.e., orally or by application or in the pleading, the same cannot be denied.”

14. Thus in absence of any prayer for opportunity to lead evidence, the employer is not entitled for any opportunity in this respect and the dismissal of the workman, Shri Tapan Kumar Jana is illegal. Consequently he is entitled for reinstatement, but without back wages as the workman has not pleaded in his statement of claim that he was not gainfully employed.

Award is passed accordingly.

Dated, Kolkata,

The 25th June, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1200.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स दिल्ली इंटरनेशनल एयरपोर्ट प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या: 35/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20013/02/2019-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1200.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No-2, New Delhi (Ref. No. 35 of 2016) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Delhi International Airport Private Limited and their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20013/02/2019-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 35/2016 Date of Passing Award- 13th February, 2019

Between:

Shri Rampal,
S/o Shri Chandrapal,
Hindustan Engineering and General Majdoor Union (Reg. 4479)
Head Office : D-2/24, Sultanpuri, Delhi.

... Workman

Versus

1. M/s. Delhi International Airport Pvt. Ltd.
Terminal No.3, IGI Airport, New Delhi-37. ... Managements
2. M/s. Avon Facility Management Services Ltd.
B-1/1-1, First Floor, Mohan Cooperative
Industrial Estate New Delhi-44.
3. M/s. Updater Services Ltd.
212, First Floor, Okhla Industrial
Area Phase-3 New Delhi-20.

Appearances:-

Shri Kailash Kumar , Advocate : For the Workman.

Shri Digvijay Rai & Chetna Rai, Advocate : For the Management.

AWARD

This is an application filed by the workman/claimant invoking the jurisdiction of this tribunal u/s 2-A of the ID Act. Praying the relief of reinstatement alongwith back wages by management No. 1.

The facts alleged by the workman/claimant is that he was engaged in the service of management No. 1 i.e. DIAL in the year 2010. At the time of induction to work, he was not given an appointment letter. The Management No. 1 directed him to work under management No. 2 and 3 who were having contract for work with the management No. 1. But workman was under the direct employment of management No. 1, since the said management had no registration under the contract labour abolition act 1970 for engagement of person through contractor. Not only that the contractors i.e. management No. 2 and 3 had no license for engaging labourers. The workman was often alleging and demanding payment of equal wage other benefits like PF, ESI earned leave etc. The grievance of the workman since was not considered by the management No. 1, on 26.10.2013 he made a general demand alongwith other employees before The Labour Commissioner. The management gave reply on 28.08.2014 after which a conciliation proceeding started. Though the management no. 1 participated, the conciliation failed. The conciliation officer submitted a failure report. While the matter stood thus on 1.09.2013 the management No. 3 transferred the service of the workman to management No. 2 and no transfer order was handed over. However, the workman reported for a duty with management No. 2. On 18.09.2014 a domestic enquiry was conducted against the workman. He appeared and demanded documents In support of the allegation. Instead of providing him documents the management No. 2 closed the enquiry on the same day and on 30.10.2014 by serving a letter on him his service was terminated.

At the time of such termination neither the workman was served with a notice of termination nor any termination compensation was paid to him. Hence by filing this petition he has prayed for reinstatement of service with back wages.

Being noticed management No. 1 appeared and filed a written statement denying its relationship as employer with the workman. It took a plea that the management No. 1 is a Pvt. Ltd., company and a lessee of the IGI Airport Delhi. For operation and the management of the airport the company has engaged several contractors who have their own employees to carry out the work as per the contract. No salary was ever paid by management No. 1 to the workman nor was any appointment letter issued. By filing the agreement executed between management No.1 and management No 2 and 3separly this management No. 1 prayed for deletion of its name from the proceeding.

Management No. 2 and 3 on receipt of notice appeared and filed separate written statement. The management No. 3 stated that the contention of the claim petition is all false. His specific stand is that at the time of alleged termination the workman was not the employee of management No. 3 nor any termination order was passed at his instance.

Management No.2 has stated that the workman was working under him and engaged in IGI Airport Delhi. But he was found involved in illegal unruly activities for which a chargesheet was served on him on 08.08.2014. The reply submitted by the workman was not found satisfactory. Hence, the enquiring officer scheduled the enquiry to 17.09.2014 and the workman was asked to report for work. When he did not turn up to join the duty, for the illegal activities order was passed discharging him from service by letter dated 30.10.2014. The other plea of management No. 2 is that no illegality has been committed for passing the order. Thereby he prayed for rejection of the prayer.

On the rival pleading of the parties

ISSUES

1. Whether the claim of the claimant is maintainable in view of various preliminary objections?
2. Whether the termination of the claimant is unjust, illegal and against the principles of natural justice.
3. Whether the claimant is entitled for reinstatement in service alongwith back wages?
4. Relief.

When the matter was fixed for evidence to be adduced by the workman he failed to attend the court proceeding. Several adjournments were allowed for his appearance and examination as a witness. At last the A/R for the workman on 18.12.2018 informed that despite repeated effort he is not able to establish contact with the claimant. The evidence for the workman was thus closed. The management No. 1,2 and 3 did not wish to adduce any oral or documentary evidence.

It is a decided principle of adjudication that a person asserting existence of the particular fact need to prove the same by oral or documentary evidence. In this proceeding though the workman has alleged about illegal termination and sought for the relief of the reinstatement and back wages, he failed to substantiate or prove the same. In absence of evidence to prove the pleadings this tribunal is left with no option than dismissing the claim petition filed under 2-A of the Industrial Dispute Act by passing this no claim award. Hence, ordered.

ORDER

The claim petition be and the same is dismissed for want of proof and a no claim award is hereby passed. Consign the record to the record room.

This reference is accordingly answered.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इंडिगो एयरलाइंस लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या : 02/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.06.2019 को प्राप्त हुआ था।

[सं. एल-11012/02/2015-आईआर (सीएम-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1201.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court Kolkata (Ref. No. 02 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indigo Airlines Limited and their workmen, which was received by the Central Government on 28.06.2019.

[No. L-11012/02/2015-IR (CM-I)]

S. C. RAY, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Reference No. 02 of 2015**

Parties: Employers in relation to the management of Indigo Airlines Ltd.

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : None

On behalf of the Workmen : None

Dated: 24th June, 2019

Industry: Civil Aviation.

AWARD

By Order No.L-11012/02/2015-IR(CM-I) dated 05.02.2015 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. J.P. Aviation Services Ltd. as contractor working in the premises of M/s. Indigo Airlines Ltd. as principal employer in terminating the services of two no. of contract workers namely Shri Sujit Ghosh working as driver since 2010 and Shri Sanjib Dey working as loader since 2008 without assigning any reason and without following provisions of law in respect of retrenchment under I.D. Act, 1947 was justified? To what relief the workmen are entitled?”

3. When the case was taken up for hearing on 20.06.2019, none appeared for the parties concerned. It transpires from record that though this reference is pending in this Tribunal since 16.02.2015 and inspite of all the opportunities, neither the union has filed its statement of claim, nor the managements have filed its written statement to proceed further with the case.

3. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of termination of the workmen concerned as mentioned in the order of reference. Therefore, there exists no dispute for adjudication.

5. Therefore, the reference is disposed of accordingly.

Dated, Kolkata,

The 24th June, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या : 2/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20012/74/2013-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1202.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 2 of 2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. E.C.L their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20012/74/2013-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.**Reference: No. 2/2014**

Employer in relation to the management of Mugma Area of M/S ECL,

AND**Their workman****Present:** Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry- Coal

Dated :31.05.2019

AWARD

By order No. L-20012/74/2013-IR(C-I) dated 03-01-2014 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

**“Whether the action of the management of Kumardhubi Colliery of M/s. ECL in not properly fixing the pay of Sri R.L.Roy after promotion from foreman to the post of Foreman Incharge is fair and justified?”
To what relief the concerned workman is entitled to ?”**

2. After receipt of the reference, both parties were noticed and the representative of sponsoring union had appeared for one date, but subsequently he left appearing before the Tribunal. Management has been present through lawyer. Thereafter one regd. notices was again issued to the workman but even then no one appeared on behalf of the workman. Case is pending since long and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या : 134/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20012/12/1999-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1203.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 134 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20012/12/1999-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 134/1999**

Employer in relation to the management of Bararee Colliery of M/s. BCCL

AND**Their workman****Present:** Shri D. K.Singh, Presiding Officer**Appearances:**

For the Employers : Shri D.K.Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry- Coal

Dated: 30.05.2019

AWARD

By order No. L-20012/12/1999-IR(C-I) dated 04/06/1999 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Rashtriya Koyla Mazdoor Union to give annual increments from 1989 to 1995 to the following workmen and to give pay protection & refix their wages is correct justified? If yes, what relief they are entitled to?”

List of workmen

- | | | |
|---------------------|-------------------------|----------------------|
| 1. Sh. Serfullah | 2. Sh. Nageshwar Chamar | 3. Sh. Mangal Bhuia |
| 4. Sh. Neresh Mochi | 5. Sh. Aklu Ram | 6. Sh. Vijay Shankar |

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workmen left appearing before the Tribunal. Subsequently two regd. notices were issued to the union but even then no one appeared on behalf of the workman. Moreover both of the notice of the Union was returned.. Case is pending since long. so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या : 139/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20012/86/1999-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1204.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 139 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20012/86/1999-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 139/1999

Employer in relation to the management of Block II Area of M/s. BCCL

AND

Their workman

Present: Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry-Coal

Dated: 31.05.2019

AWARD

By order No. L-20012/86/1999-IR(C-I) dated 04/06/1999 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/S BCCL in not regularizing Smt Punia Kamin and 70 Others as per the list enclosed is legal justified? If not what relief the workmen concerned are entitled to?”

List of workmen

1. Punia Kamin	2. Chando Bai	3. Budhani Kamin	4. Jhulsia Kamin
5. Dhan Bai	6. Lal Bai	7. Gariban Bai	8. Kaili Kamin
9. Durgi Kamin	10. Sumitry Kamin	11. Bhanu Mati Kamin	12. Krishnia Bai
13. Hiramati Bai	14. Koshilya Bai No.2	15. Bodhin Bai	16. Parbati Kamin
17. Sd/- 18. Sd/-	19. Sd/- 20. Sd/-	21. Sd/- 22. Saro Kamin	23. Sd/- 24. Sd/-
25. Sd/- 26. Gulabia Bhuini	27. Bachla Bhuini	28. Rajmunia Kamin	
29. Sd/-	30. Nanki Moni	31. Kunti Kamin	32. Bachan Bai
33. Dulwa Bhuini	34. Chand Kalwa Kamin	35. Lakhani Kamin	36. Panwa Bhuini
37. Marchhi Kamin	38. Shanti Kamin	39. Mangri Kamin	40. Radhia Kamin
41. Kamali Kamin No.1	42. Basuki Kamin	43. Shanti Kamin	44. Mangri Kamin-2
45. Jogshari Kamin	46. Babi Kamin	47. Upasi Kamin	48. Kajali Kamin
49. Rajabala Kamin	50. Jhalwa Kamin	51. Gulaichi Kamin	52. Murti Kamin
53. Kabalesia Kamin	54. Sd/- 55. Sd/-	56. Sd/-	57. Sd//-
58/- Samundri Kamin	59. Parbati Kamin	60. Rajmatia Kamin	61. Budhmania Kamin
62. Sd/- 63. Sd/-	64. Sd/-	65/- Gurbani Kamin	66. Nahar Bai
67. Sosan Kamin	68. Jira Bai	69. Ful Bai	70. Jagani Kamin
71 Chhabia Kamin			

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workmen left appearing before the Tribunal. Subsequently two regd. Notices were issued to the workman but even then no one appeared on behalf of the workman. Moreover both of the notice of the union is returned back. Case is pending since long. so, it is felt that workmen has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या : 143/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20012/100/1996-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1205.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 143 of 1997) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20012/100/1996-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act. 1947

Ref. No. 143 of 1997

Employer in relation to the management of Jogidih Colliery of M/s. BCCL

AND

Their workmen

Present: Shri D. K. Singh, Presiding Officer

Appearances :

For the employers: None

For the Workman.: None

State :- Jharkhand

Industry : Coal

Dated : 31.05.2019

AWARD

By order No. L-20012 /100 /1996/IR (C-I) dt.24.07.1997, the Central Government in the Ministry of Labour has, in exercise of powers conferred by clause (d) of sub-section(1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union for the payment of difference of wages to Shri Ramdhar Singh, Paresh Singh, Aswani Kumar Singh, Madan Singh, Rajeshwar Singh-1, Ragho Singh, Allauddin Ansari, G.T. Nandan, Md. Samsad, Sitaram Singh, Md. Suddque, Ram Vyas, Ram Nath pandey, Mundrika Prasad and Samasud Alam for their operating higher capacity shovel during the period 14.01.1991 to 25.11.1992 is legal and justified? If no, to what relief are these workmen entitled?”

2. After receipt of the reference, both parties were noticed, but after issuance of two regd. notices, none of the parties appeared before this Tribunal. Shri S.C. Gour, Vice President of the Sponsoring Union has verbally submitted that workman is not interested in contesting the case. Case is pending since long. It appears that the workmen has lost his interest to resolve the matter. Hence “No Dispute” Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1206.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या : 156/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20012/136/1999-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1206.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 156 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20012/136/1999-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 156/1999**

Employer in relation to the management of Bararee Colliery of M/s. BCCL

AND**Their workman****Present:** Shri D. K. Singh, Presiding Officer**Appearances:**

For the Employers : Shri S.N.Ghosh, Advocate

For the workman. :- None

State : Jharkhand.

Industry: Coal

Dated: 30.05.2019

AWARD

By order No. L-20012/136/1999-IR(C-I) dated 16/07/1999 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Bararee Colliery is not regularizing Sri Ajay Kumar Rajak as Magazine clerk is proper? If not, to what relief the concerned workmen entitled and which date?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workmen left appearing before the Tribunal. Subsequently two regd. Notices were issued but even then no one appeared on behalf of the workman. Case is pending since long, so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 जुलाई, 2019

का.आ. 1207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या : 202/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.06.2019 को प्राप्त हुआ था।

[सं. एल-20012/269/2001-आईआर (सी-I)]

एस. सी. राय, अनुभाग अधिकारी

New Delhi, the 2nd July, 2019

S.O. 1207.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 202 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 26.06.2019.

[No. L-20012/269/2001-IR (C-I)]

S. C. RAY, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 202/2001

Employer in relation to the management of Sijua Area of M/s. BCCL

AND

Their workman

Present: Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry-Coal

Dated : 30.05.2019

AWARD

By order No. L-20012/269/2001-IR(C-I) dated 18/09/2001 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the RCMS from the management of BCCL, Sijua Area for regularization of Sh. Vinod Singh , Auto Fitter helper after one year in the grade and thereafter in grade “D” as auto fitter is justified? If so to what relief is the concerned workman entitled and from what date?”

2. After receipt of the reference, both parties were noticed and subsequently management is appeared through lawyer but none appeared on behalf sponsoring union before this Tribunal. The case is pending since long and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer